United States Court of Appeals

for the

District of Columbia Circuit

TRANSCRIPT OF RECORD

JOINT APPENDIX

United States Court of Appeals

FOR THE DISTRICT OF COLUMBIA CIRCUIT

No. 20,012

260

INTERNATIONAL TYPOGRAPHICAL UNION, AFL-CIO,
Petitioner,

v.

NATIONAL LABOR RELATIONS BOARD,
Respondent.

No. 20,105

DIXIE COLOR PRINTING CORPORATION,
Petitioner,

v.

NATIONAL LABOR RELATIONS BOARD,
Respondent.

On Appeal from the United States District Court
for the District of Columbia

United States Court of Appeals
for the District of Columbia Circuit

Vol. II

FILED SEP 12 1966

Pages 373 thru 695

Nathan J Paulson
CLERK

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United States Court of Appeals

FOR THE DISTRICT OF COLUMBIA CIRCUIT

No. 20,012

INTERNATIONAL TYPORGRAPHICAL UNION, AFL-CIO,
Petitioner,

v.

NATIONAL LABOR RELATIONS BOARD,
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On Appeal from the United States District Court
for the District of Columbia

JOINT APPENDIX

Vol. II

VOLUME IV

1 Courtroom
County Office Building
Sylacauga, Alabama
Friday, April 30, 1965

The above-entitled matter came on for further hearing, pursuant to adjournment, at 9:00 A.M.

BEFORE:

ALBA B. MARTIN, Trial Examiner

* * * * *

5 GUY WHEELES

was called as a witness by, and on behalf of, the Employer, having been duly sworn, was examined and testified as follows:

TRIAL EXAMINER: Give us your name and address?

THE WITNESS: Guy Wheeles, 601 Spring Drive, Sylacauga.

TRIAL EXAMINER: W-H-E-E-L-E-S?

THE WITNESS: Right.

6 DIRECT EXAMINATION

Q. (BY MR. HOOVER:) Mr. Wheeles, would you tell us where you are employed? A. Sir?

Q. Would you tell us where you are employed? A. Dixie Color Printing.

Q. And what is your job? A. Head Pressman.

Q. And how long have you been the Head Pressman? A. I have been the Head Pressman for about 2 1/2 years, I believe.

Q. Now, I hand you General Counsel's Exhibit 11 and ask you if you have seen that before? A. Yes, sir.

Q. When did you first see that? A. I received one similar to this when I went to Lofkin and one identical to this when I went to work for Dixie Color Printing.

Q. And what were you told with regard to General Counsel's Exhibit 11 which is the rules for operating press 2022? A. These are the rules for operating. This sets out each man's duty.

Q. And were you told anything regarding each man's duty? Or your duty? A. I am in charge of the press. All of its operations, 7 quality of the paper and the amount of papers that are produced on my shift.

Q. Now, I hand you Respondent's Exhibit 8 and ask you if you have seen that before? This is entitled Office Rules and Regulations at the top? A. Yes, sir.

Q. Where was that, where have you seen that? A. This is posted on the bulletin board. I believe last September.

Q. Now, are you familiar with these rules and regulations? A. Yes, sir.

Q. Are you familiar with paragraph 70, page 2, entitled "Smoking?" A. Yes, sir.

Q. Who carries out that rule concerning smoking in the press room? Who enforces it? A. It would be myself, Leck Horton and John Horton and Mr. Clinton through the day and me at night.

Q. Now, turn your attention back to General Counsel's Exhibit 11, the rules for operating the press. Does that set out the rules for the duties for the man in charge or Head Pressman? A. Yes, sir. Generally.

8 Q. And are those the rules and duties that you carry out? A. Yes, sir.

Q. Have you carried those out in your job as Head Pressman? A. The best that I could.

Q. Now, as Head Pressman or man in charge, who are you in charge of? A. On the day shift, I am in charge of all pressmen that work on the press and at night, on the night shift I am in charge of the plant as a whole, all operations of the plant.

Q. What people would that include? A. That would include all of the people that work on the press, Maintenance Men, Clean-up Maintenance Men.

Q. Now, are there ever any transfers made on the press? A. Yes, sir.

Q. Who transfers men on the press? A. I make the transfers that are to be made on the press.

Q. Now, at night is there ever any need to transfer men other than just on the press at night? A. Not at night, there is--usually there would be no need to transfer any men other than on the press,
9 itself. Through the day, if another department needs a man and I have a man extra, I have the authority to give them the man to use.

Q. Now, in your job, do you write up mistakes concerning the men? A. Yes, sir.

Q. Would you explain that in more detail? A. Well, if a man plates on plate--these plates have to go on according to page number and we have a lay-out we have to follow according to how the company we are printing for wants their comics arranged. If they are not in this order or if there are plates on upside down or any other mistake that is made I would write their name down on the sheet and turn it into the office.

Down on the comic, itself.

Q. Was this what you call keeping the press in register or is that something else? A. That is something else.

Q. What about keeping the press in register, who is responsible for that? A. That is my responsibility.

Q. Could you explain what you mean by this keeping the press in register? A. Well, we print 3 colors, 3 basic colors, and they have
10 to match the black plate. In other words, you have to put the colors into the black out lines. If they do not fit we have to move plates so that they will fit or match up.

I take the register copy and draw it up telling what to do and which way to move what plate and give it to the different men for them to do.

Q. You tell them what to do on that sheet that you are talking about? A. That is right.

Q. Now, when something goes wrong with the electrical part of the press, what do you do? A. I call Wilbur Holmes.

Q. And what do you do then? A. Well, I just wait on him for him to get there. If the press is, can't run until he gets there, we can't, you know, but if it is something that doesn't effect whether the press would run or not we would go ahead and run until he gets there. When he gets in I tell him what is wrong and what to do in order to get it going again, in other words.

Q. Now, did it ever happen that he needs a helper when he is going to do what he is going to do? A. He has.

Q. And who would assign him the helper? A. I would.

11 Q. Does he ever get a helper himself? A. No.

Q. Would he also come to you first? A. Yes, sir.

Q. Now, on this General Counsel's Exhibit 11 that I showed you about the rules for operating the press, you stated that you enforced the rules. Would you explain to me what you do if a man doesn't follow the rules?

MR. MC HUGH: I object. That is conclusionary. It calls for a hypothetical answer. He can ask him if any rules were violated and what action this gentleman took.

Q. (BY MR. HOOVER:) What is your authority with regard to a man that violates the rules? A. I could send him home and tell him to come back through John Horton's office or Mr. Clinton's office the next morning.

MR. MC HUGH: Same objection, Mr. Examiner, and move it be stricken.

MR. HOOVER: I asked what his authority is. He can do what he wants to on cross examination.

MR. MC HUGH: He said he could send him home?

THE WITNESS: I can send him home.

12 MR. MC HUGH: I move to strike that, also.

TRIAL EXAMINER: I will permit it. I will overrule the objection.

Q. (BY MR. HOOVER:) All right, could you fire the man? A. No, sir, I couldn't fire him.

Q. Well, what would you do after the man had been sent home? Who would you talk to? A. I would talk to--more than likely I would talk to Leck Horton.

MR. MC HUGH: Same objection. It is a vague answer besides being conclusionary.

TRIAL EXAMINER: Overrule. The motion to strike denied.

Q. (BY MR. HOOVER:) Do you have to take that man back on your shift after you send him home? A. If Mr. Horton or Mr. Clinton said take him back on my shift I would take him back on my shift. I would have to take him back on my shift.

Q. Do the men ever work overtime in your shift? A. When we are running normally, the only time the overtime would be called for was when the next shift comes up with a man short. In other words, they hadn't got enough men to operate and then we would have to work overtime or one man would have to work overtime.

13 Q. Are you talking about the shift following the one that you are on? A. That is right.

Q. What would you do in that case? A. In that case I would ask the first man under me if he wanted to stay and if he didn't I would ask the next until one man that did want to stay, whoever wanted to stay according to seniority I would tell him to stay.

Q. Would you check with anyone about this? A. No, sir.

Q. Now, these night maintenance cleanup men, what jobs would they do? Do they do? A. They clean up the building, move skids or pallets into the press room when we run out. They move cardboard pads into us when we need them.

Q. Into the press? A. That is right, into the press room.

They move the finished product, comics, away from the press in order to keep them out of our way into the shipping department.

Q. Now, do you fill out any jobs as man in charge? I mean any reports? A. Yes, sir, I fill out a press run sheet. That is the only report that I fill out. I sign rollmans report or web break records and

14 oilers reports.

Q. Do you sign time sheets? A. That is right.

Q. Now, going back on this web roll report. What do you mean you don't fill it out but you sign it, is that what you said? You said that you don't fill it out, as you testified, sir? A. Did you say web break or rollmans report?

Q. Yes, sir. A. It is filled out by the rollman through the shift as to how many rolls he runs, and how many times the paper breaks or we have paster failures on roll changes. As to how many paster failures he had through the shift, and I sign this report for him verify that if, say, he has 3 paster failures down and I have that he has actually had 4, I wouldn't sign it until we got together on it.

Q. You check this work? A. That is right.

Q. And then you sign after he signs the report? A. That is right.

Q. Is this report made out daily or how often? A. Daily.

Q. This oiler's report, would you explain about that one?

A. The oiler's report is--he fills it out as to how many jobs he laid out through the day, which is taking the plates from the library and laying them out into position to go onto the press.

He has an assigned unit or an assigned area to clean and I sign it verifying that he did lay the jobs out and that he did clean his unit or that I have inspected his work.

In other words, he might not necessarily clean this unit, but if he had 3 or 4 jobs to lay out, I could see why that he didn't have time to clean his unit.

TRIAL EXAMINER: Was this the oiler?

THE WITNESS: Yes, sir.

Q. (BY MR. HOOVER:) Is this report made out daily or how often? A. Daily.

Q. How much time do you spend actually doing work, manual work? A. Work with my hands, very little. 10%, probably.

Q. What do you spend the rest of your time doing? A. My job, which is overseeing the running of the press, making sure everything is running right, seeing how everybody is doing.

MR. MC HUGH: Mr. Examiner, this is getting quite vague, seeing 16 how everybody is doing. I object and --

THE WITNESS: All right, seeing everybody is performing their duties.

MR. HOOVER: Thank you, Mr. McHugh.

TRIAL EXAMINER: I will deny the motion.

Q. (BY MR. HOOVER:) Turning your attention now, did you ever attend any meetings concerning the Union? A. Yes, sir.

Q. Tell me when the first meeting was that you attended? A. It was around the 26th of October.

Q. And where was that? A. It was at George Hickey's house.

Q. Could you tell me what took place at that meeting? A. George Hickey, I believe, he came by my house. Now, whether I rode with him or didn't ride with him, I don't know. We went to his house. He had literature, pamphlets, information about the rest home in Colorado Springs and other Union material that he showed me and tried to explain to me and he explained what had taken place before they told me about this Union at the meeting in Childersburg. That is about it.

Q. Now, did you ever sign a Union card? A. Yes, sir.

Q. When was that? A. I signed an application for membership, 17 I believe it was that same night. Evidently it was early in the morning of the 28th. It was around 1 o'clock at night.

Q. Would you explain how this came about? A. Bobby Norred called me from Johnnie Thomas' house, and--

Q. Go ahead? A. And told me that or asked me to come over there. He said that there was a whole bunch of them over there, and that they wanted him to sign and he wanted me to come over there and if we signed we would sign together.

Q. All right, did you go over there? A. Yes, sir.

TRIAL EXAMINER: Whose house was that?

THE WITNESS: Johnnie Thomas'.

Q. (BY MR. HOOVER:) This is Johnnie Thomas' who was a Head Pressman or is a Head Pressman? A. Yes, sir.

Q. Who was at that house, now? A. Other than myself and Bobby Norred, Hugh Hickey, O. B. Clifton, Johnnie Thomas, George Hickey, -- I believe that is all that I can name definitely.

Q. Was Ronnye Jackson there? A. That is right, he was there.

18 Q. Are you sure he was there? A. I am sure.

TRIAL EXAMINER: What was the date of this?

Q. What did you say? A. The night of the 27th.

MR. HOOVER: Of October we are talking about.

TRIAL EXAMINER: This was when you signed the application?

THE WITNESS: Yes, sir.

Q. (BY MR. HOOVER:) Now, explain about why you were there when you signed this application at that time?

MR. MC HUGH: I object to this as being self serving.

MR. HOOVER: He has already said that he signed one at that time.

Q. (BY MR. HOOVER:) Tell me what happened when you went there.

MR. MC HUGH: I object.

TRIAL EXAMINER: Sustain the objection. This is a new question. What happened when you went to Thomas' house.

THE WITNESS: When I went into Thomas' house, Bobby Gaston was seated with the papers in front of him. Several different people were talking. I did some myself.

19 I told them that I didn't like the idea that they had gotten this thing up or voted on things that would effect everybody at the plant without the other people knowing about it, and then George Hickey was doing some talking and Bobby Gaston handed me the papers and I signed them along with Bobby Norred and Hugh Hickey and Ronnye Jackson, O. B. Clifton.

Q. (BY MR. HOOVER:) Now, did you attend any more Union meetings after that? A. Yes, sir, I attended another Union meeting at George Hickey's house.

Q. And when was this? A. It was about 2 weeks later. It would have been around the 15th of November.

Q. And who was present? Do you recall? A. It was about 15 people there. I don't recall all of the faces. George Hickey, Grover Blankenship, I remember. It was a pretty well all of them, you know.

Q. Were any other Head Pressmen there besides George Hickey and yourself? A. I believe Johnnie Thomas. I know John L. was there. John L. Nickolson, and I believe Johnnie Thomas was there.

Q. All right, what happened at this meeting? A. Mr. McFee was at this meeting.

20 Q. Did he speak? A. Not necessarily a speech. He spoke in answer to questions regarding the Union.

Q. Did he discuss anything concerning hiring at the plant at Dixie Color? A. Yes, sir.

Q. What did he state concerning that?

MR. ADAIR: I object. It is neither material or relevant at this point.

MR. HOOVER: Do I need to comment, Mr. Examiner?

TRIAL EXAMINER: What Mr. McFee said about hiring at the plant?

MR. HOOVER: Yes, sir. We consider it highly relevant, Mr. Examiner.

TRIAL EXAMINER: How?

MR. HOOVER: Because if we are allowed to let the Witness finish the question we will see the gross misrepresentations that were made concerning this plant and this Union.

TRIAL EXAMINER: I will permit it. I will overrule the objection.

THE WITNESS: He said that it was in a discussion about how good these Unions, Union cards were about getting a job and he said that the Union would do the hiring and I asked him if this Union got into this plant
21 would they do the hiring and he said, "yes," and I said, "Well, I have always been under the understanding that the Company does the hiring. Mr. Clinton has been doing it, why wouldn't Mr. Clinton do it

when the Union got in here, and he said that Mr. Clinton wouldn't necessarily be around, that they would have a Union man there for that purpose.

Q. (BY MR. HOOVER:) Now, did you attend any other Union meetings after that? A. Yes, sir.

Q. When and where was that? A. That was--I can't give you a date. I believe it was about a week later at Harold Ogle's house.

Q. And who was there? A. Myself, Bobby Norred, Harold Ogle, David Wilemon, I remember David Wilemon.

Q. Well, approximately-- A. Bobby Gaston. There was roughly 12, 10 or 12 people at that meeting.

Q. What other Head Pressmen besides yourself were there, if any? A. John L. Nickolson. That is all that I am sure of.

Q. What was discussed at that meeting? A. This meeting was for--to get a rough idea on what everybody wanted written into the
22 contract that this Union was going to get the Company to sign or were going to present to the Company.

Q. And do you recall who discussed this contract or what they proposed in this contract ? A. George Hickey was there. I don't remember what he said. I remember that he did some talking but I don't remember.

They wanted Sunday work cut out--

MR. ADAIR: I object.

Q. (BY MR. HOOVER:) George Hickey was there, you do remember that? A. Yes.

Q. And what was discussed in general? A. Well, what they wanted written into the contract that they presented to the Company.

Q. And did George Hickey discuss this? A. Yes, sir.

Q. Now, did you ever talk to George Hickey after that time? A. Yes, sir, I talked to him after that time.

Q. Do you recall when that was, sir, concerning the Union? A. About the only instance that I remember talking to him was he had told me that Mr. McFee wanted me to come to the motel and assure him

23 that I was with them, that he had wondered whether I was with them or not.

Q. And you remember when that was? A. I believe that would have been on the 23rd or around the 23rd of November.

Q. Now, did you ever get out of the Union? A. Yes.

MR. HOOVER: I will ask this to be marked as Respondent's Exhibit Number 16.

(Whereupon, the above mentioned document was marked Respondent's Exhibit No. 16, for identification.)

Q. (BY MR. HOOVER:) I ask you if you have seen that before?

MR. MC HUGH: May I see it, Mr. Hoover, please?

MR. HOOVER: Yes, sir.

MR. MC HUGH: Thank you.

Q. (BY MR. HOOVER:) I ask you if you have seen that before? A. Yes, sir.

Q. By that, I mean Respondent's Exhibit 16? A. Yes, sir.

Q. What is that, sir? A. This is, I believe, a copy of the letter that I wrote to the Union and asked them to withdraw my application for membership.

24 Q. And is this a carbon? A. I don't know. I believe--that may be the original. I can't tell.

Q. This is your signature? A. Yes.

Q. You wrote the letter? A. That is right.

Q. When did you write that letter? A. I believe it was November 24th.

Q. Would you explain to me the circumstances surrounding when you wrote that letter? A. Bobby Norred and I talked--

MR. ADAIR: I object. This is completely immaterial and irrelevant.

MR. HOOVER: They brought--

TRIAL EXAMINER: Who was talking?

THE WITNESS: Bobby Norred.

MR. HOOVER: Mr. Examiner, if I may refresh your memory of the testimony, one of their Witnesses discussed, in detail, a meeting among a group of these people with Mr. Clinton and other people and that is what this will get into. I mean, he is not going to go into detail about what Bobby Norred said. It was just his way of getting into that testimony.

TRIAL EXAMINER: I will ask you to do it the same way I asked
25 him to do it. Get him at the meeting and then you can qualify how he happened to be there.

Q. (BY MR. HOOVER:) All right, did you go to a meeting at Mr. Applebee's house? A. Yes, sir.

Q. How did you come about that you got there? A. On the morning of November 24th I called Mr. Clinton. I told him I wanted out of the Union. This is following the 23rd that George had told me that Mr. McFee wanted to know where I stood. O.K., I called Mr. Clinton with the purpose of signing that if I would lose my job.

MR. MC HUGH: I object to that, Mr. Examiner, as being self serving and irrelevant.

TRIAL EXAMINER: Well, just tell us. I will strike that but tell us what you told Mr. Clinton, not what your purpose was.

THE WITNESS: I told Mr. Clinton that I wanted to get out of the Union and that I didn't know how to get out. I wondered would I have any job.

MR. MC HUGH: I object to that and move to strike.

TRIAL EXAMINER: That is what you told Mr. Clinton?

THE WITNESS: That is exactly what I told Mr. Clinton.

26 TRIAL EXAMINER: Motion denied.

Q. (BY MR. HOOVER:) And what did he tell you? A. He told me that I would have my job.

Q. Is that all he said? A. I asked him how I could get out of the Union and he said, "Find somebody that knows. Why don't you check with your father-in-law."

Q. All right, and then how--your father-in-law is Mr. Applebee, is that right? A. That is right.

Q. How did you get to Mr. Applebee's house? A. I called Mr. Applebee, I didn't want to talk to him down there in his place of business. He told me to go over to his house.

TRIAL EXAMINER: What is his place of business or what does he --

THE WITNESS: Parker Fertilizer Company.

TRIAL EXAMINER: All right.

Q. (BY MR. HOOVER:) Go ahead.

TRIAL EXAMINER: I guess we need another question.

MR. HOOVER: He was just answering that one.

THE WITNESS: So I went over to his house and waited, and Bobby Norred and Grover Blankenship came over there, and Mr. Joe Dark came over later and I believe Mr. Clinton later. I can't say for sure.

27 It was either Mr. Dark got there and then Mr. Clinton, or Mr. Dark came in first. Now, I don't know how they got there or when they got there.

Q. (BY MR. HOOVER:) All right, so after everybody got there, then, did you tell Mr. Clinton that you wanted out of the Union? A. Yes, sir.

MR. MC HUGH: I think this is somewhat leading, Mr. Examiner.

TRIAL EXAMINER: Sustained.

Q. (BY MR. HOOVER:) All right, did you talk to Mr. Clinton? A. Yes, sir.

Q. And what did you tell him? What did you say to him? A. I told him that I wanted out of the Union. That I didn't know how to get out of the Union. Grover Blankenship wanted --

MR. ADAIR: I object. He didn't ask him what did Grover Blankenship say.

TRIAL EXAMINER: Go ahead.

Q. (BY MR. HOOVER:) What else was said? A. Grover Blankenship said he wanted some agreements written on paper about Sunday work and nobody that was in the Union would lose their job, and Mr. Clinton said he couldn't make any agreements nor write any agree-

28 ments.

Q. Now, did you state anything about any other people wanting out of the Union? A. Yes.

Q. Who did you tell that to? A. Mr. Clinton.

Q. What did you tell him? A. Bobby Norred said Grover--Gary Smith wanted out.

MR. MC HUGH: I object. This is hearsay.

Q. (BY MR. HOOVER:) Well, what did you say? A. I said that Jerry Lawler--

TRIAL EXAMINER: Just a minute. This was said in the presence of Mr. Clinton, was it not?

THE WITNESS: Yes, sir.

TRIAL EXAMINER: I will deny the motion to strike.

MR. MC HUGH: He said what Bobby Norred said, Mr. Examiner. Bobby Norred supposedly said what another employee wanted to do and I move it as being hearsay second removed.

MR. PROWELL: It may be hearsay, Mr. Examiner, but this is a matter on which the Respondent was required to take some action.

We submit he has argued about the weight of the evidence as opposed to the admissibility of it now.

29 TRIAL EXAMINER: It was said in the presence of Mr. Clinton and it could be the basis of any actions that he took. He is not limited in the actions he took to having direct testimony as distinguished from hearsay, so I will deny the motion to strike.

Q. (BY MR. HOOVER:) All right, what did you tell him? A. I told him that Jerry Lawler had said that he wanted out.

Q. All right, now, tell me about your conversation with Mr. Clinton at that time? A. I don't think there was any conversation other than what we have just covered. He said that he couldn't tell us anything, that he had to make a phone call.

Q. Did he make a phone call? A. Yes, sir.

Q. So what happened? A. He asked us to leave the room, so we went outside. We went out in front of the house and it was cold, and we got cold so we went into the house and back into the bedroom.

And when he got off the phone he said that he couldn't say anything or tell us anything.

My question as to how to get out of the Union --

30 MR. MC HUGH: I object to this as being unresponsive to a question.

Q. (BY MR. HOOVER:) So when he told--

TRIAL EXAMINER: Sustained.

Q. (BY MR. HOOVER:) When he told you that, what did he do? A. He left.

Q. And you stated you got out of the Union. How did you do it? A. I wrote this letter.

Q. How did you know to write that letter? A. Mr. Dark had a letter in substance the same as this one.

Q. And after you wrote the letter what did you do with it? A. I made out 3 copies and I took it to Modern Cleaners, and Mr. Dark mailed it for me, one copy, he said was to go to Mr. Clinton and one to the Union and I just took 2 copies to him and I kept one myself.

TRIAL EXAMINER: What was this about Modern Cleaners?

THE WITNESS: I took these letters to Modern Cleaners. He said he would mail them for me.

TRIAL EXAMINER: Is that where he works?

THE WITNESS: Yes, sir.

TRIAL EXAMINER: Or his place?

31 THE WITNESS: Yes, sir.

MR. HOOVER: Mr. Examiner, at this time the Respondent proposes to offer Exhibit 16 into evidence.

TRIAL EXAMINER: Any objection?

MR. MC HUGH: If it is offered for the purpose of proving that a letter was sent, we certainly object.

If it is offered to be this Witness' writing, we have no objection.

MR. ADAIR: I object to it based on the materiality of the document.

MR. HOOVER: We will tie it up later on. We have shown--

MR. ADAIR: They can hold it until they tie it up.

MR. MC HUGH: I would like to know the purpose for which it is offered. The Witness has testified that it is a letter.

MR. ADAIR: There is not even any testimony that the letter was mailed.

MR. HOOVER: This man's withdrawal from the Union and we plan to tie it up later on. He stated that he mailed it--

MR. ADAIR: He did not state that he mailed it. He testified that he handed it to someone.

TRIAL EXAMINER: He said he--

32 MR. PROWELL: Mr. Examiner, it is not necessary to be mailed in order to be a withdrawal from the Union.

MR. MC HUGH: I am asking for the purpose for which it is offered, if it is intended to be a letter.

MR. HOOVER: For his withdrawal from the Union.

MR. MC HUGH: Is that the purpose?

MR. PROWELL: That is right.

MR. MC HUGH: Then I have no objection to it.

TRIAL EXAMINER: Are you going to undertake to prove that this was delivered to the Union?

MR. PROWELL: To the Company.

TRIAL EXAMINER: To the Company?

MR. PROWELL: Yes, sir.

TRIAL EXAMINER: I will receive it.

(Whereupon, Respondent's Exhibit No. 16 was received in evidence.)

Q. (BY MR. HOOVER:) I hand you what is in evidence as General Counsel's Exhibit 10 and ask you if you ever received a letter similar to that? A. Yes, sir.

Q. When did you receive a similar document as this? A. It was about the first of December.

Q. Now, what--what does this concern? A. It concerns the Taft-Hartley Act. It states--

33 MR. ADAIR: I object.

Q. (BY MR. HOOVER:) Did Mr. Clinton talk to you when he gave you that document? A. No, sir. He didn't talk to me. He read it to me.

Q. Where was it? A. It was in his office.

Q. He read this document to you? A. That is right.

Q. And since that time have you stayed out of the Union? A. That is right.

MR. HOOVER: We have no further questions.

* * * * *

CROSS EXAMINATION

Q. (BY MR. MC HUGH:) Mr. Wheeles, referring to Respondent's Exhibit 8, sir, which is a copy of the rules, did you ever discipline any employee for refusing to obey the rules? A. I don't believe that I ever had occasion to.

Q. Did you follow them pretty well? A. Pretty well.

34 Q. Did you smoke in the press room? A. Not after these rules were posted.

Q. When were they posted? A. They were posted on September of 1963.

Q. You have not smoked since that time in the press room? A. That is right, exactly.

Q. How do you know when they were posted? A. Because they are dated for one reason and I remember it was about that time for another reason.

Q. Why do you remember for that other reason?

MR. PROWELL: I object to that. That is argumentative with the Witness.

MR. MC HUGH: It is testing his memory, sir.

TRIAL EXAMINER: Well, I will permit it. Objection overruled.

Q. (BY MR. MC HUGH:) How else do you remember the date on those rules? A. No other way.

Q. No other way what? A. How I remember it.

Q. You just stated that you-- A. I don't, I told you how I remembered it and you said how other, now, there are no other ways that I remember it.

35 Q. That wasn't your testimony. You said before that you saw the date on there and you also remembered because of something else. My question-- A. I said because it was around that time of the year.

Q. And you didn't add because of another reason? A. No, sir, not to my memory, I didn't add another reason.

Q. That happened about 30 seconds ago.

MR. PROWELL: I object. This is argumentative.

TRIAL EXAMINER: I thought what Counsel was getting at was do you recall any other incident that occurred around that time that caused you to recall that this was up in September of 1963?

THE WITNESS: No, I don't. No, I don't recall.

Q. (BY MR. MC HUGH:) And the only reason you remember that those rules were posted at that time is that the date that appears on there. That is the only way you have of recalling that, now? A. Yes, and what I had told you previously. That it was at that time of the year.

TRIAL EXAMINER: Do you mean it was in the fall of the year?

THE WITNESS: Yes, sir, around that time of the year.

36 TRIAL EXAMINER: Early fall?

THE WITNESS: That is right.

Q. (BY MR. MC HUGH:) You stated that you made a report out in which you wrote down the names of employees and the mistakes they were to correct--what kind of document is that? A. Ask the question again. I didn't get the whole question.

Q. You stated that you wrote down mistakes that employees performed on a certain, on a certain sheet, on direct examination. Do you recall what I am talking about? A. Yes.

Q. What do you call that? A. This is written directly on the comic, itself. I file a copy with the office.

Q. It is the comic. It is the top page or so, isn't it? A. No, sir, it would be any page.

Q. And you write down the name of the employee beside the mistake you want him to correct, is that your testimony? A. Yes. Not all of the time, but if we are having a lot of mistakes, that is--

37 Q. How long have you been doing that? A. I couldn't say exactly how long I have been doing that.

Q. Have you been doing it since you were a Head Pressman? A. No, not when I first started running the press, I didn't do it.

Q. Within the last 6 months, have you started doing it? A. I don't remember.

Q. After the Company-- A. I think it has been done within the last 6 months.

Q. After the Company notified you you were a supervisor, that is when you started doing it, isn't it? A. No, sir.

Q. Tell me when you started doing it? A. I started doing this before the strike.

Q. Before the strike? A. Right.

Q. All right, and-- A. Or before the Union.

Q. How much before the strike? A. 6 months.

Q. 6 months or so? A. Yes.

38 Q. But you never did it before that time? A. On occasion.

Q. You just testified that you didn't do it before that time?

MR. PROWELL: I object, that is argumentative. The record speaks for itself.

TRIAL EXAMINER: Sustained.

Q. (BY MR. MC HUGH:) Well, you started doing it pursuant to specific instructions, didn't you? A. Sir, I am sorry, I didn't understand you.

Q. You started doing this pursuant to specific instructions, did you not? A. Pursuant?

Q. Pursuant, following instructions? A. I believe so.

Q. And you don't recall when you got these specific instructions? A. Not exactly.

Q. But it was before the Union came in, you said? A. A long time before the Union came in.

Q. You testified that you called Wilbur Holmes in when you have maintenance trouble? A. Yes.

Q. Do you also call Leck Horton? A. Do I also call Leck Horton?

39 Q. Yes, sir. A. On mechanical trouble, yes, sir.

Q. You testified that Guy Wheeles came to you--I am sorry, that Wilbur Holmes came to you when he came in and you assigned him a helper? A. That is right.

Q. That is right? A. That is right.

Q. And you also testified that you showed Wilbur Holmes what to do on the work that had to be done, you told him where the trouble was? A. That is right.

Q. Are you skilled in electrical work? A. No, sir.

Q. How do you know whether to tell him what to do? A. I said I told him where the trouble was.

Q. You just point out to him where it is and say you fix it, is that right? A. That is right.

Q. You testified that if an employee had to--do you ever discipline an employee on the press? A. I don't believe that I ever have.

Q. Have you ever sent an employee home? A. Yes, sir.

Q. Who was that? A. Send him home?

40 Q. Yes, sir. A. No, sir.

Q. My question is, did you ever send any employee home on your shift? A. Not send him home, no, not--I don't know exactly how you mean the question. I have excused men to go home. If that is what you mean.

Q. Who have you excused to go home? A. I have excused several men to go. One, I don't recall all of them. Jerry Dees is one that I do remember.

Q. When did you excuse Jerry Dees to go? A. I don't remember that. I remember that his wife was afraid at night and she called out there and wanted him to go home and I excused him.

Q. Did you call Leck Horton? A. No, sir.

Q. What job did Jerry Dees perform? A. I believe he was a delivery man.

Q. Was he an extra man at that time? A. Evidentially he was.

Q. You didn't call Leck Horton? A. That is right.

Q. You just let him go home on your own authority, is that right?

41 A. That is right, exactly.

Q. Are you positive of that? A. Yes, sir.

Q. How long ago did it take place? A. I don't know.

Q. Approximately? A. Oh, me, let's see. It must have been approximately--a rough guess, 4 months, 5 months prior to the strike.

Q. And you just let him go because his wife was sick, or she didn't want to be left alone? A. Because his wife--he told me that his wife called. He got a phone call. I answered the phone and he came to the phone and I called him to the phone and he said that his wife was afraid.

Q. He didn't come in? Was that your testimony? A. Didn't come in what?

Q. He didn't come to work?

TRIAL EXAMINER: He was at work?

THE WITNESS: He was at work.

TRIAL EXAMINER: He received, a phone call came in and the Witness answered the phone and it was Dees' wife and she wanted to speak to her husband and this Witness put her husband on the phone and afterwards --

Q. (BY MR. MC HUGH:) Dees asked you if you wanted to go home?

42 A. Dees said, "My wife is afraid. I would like to go home."

Q. And you didn't get a replacement for him? A. I don't believe that I did.

Q. You testified that you only work about 10% of your time manually. What do you do the other 90% of your time? A. Watch the press, draw up register copies.

Q. Is that working with your hands? A. Drawing up register copies is not working with your hands. Watching the press is not working with your hands.

Q. What else do you do? A. Fill out my report.

Q. Is that working with your hands? A. If writing with a pencil is, it is. I don't know.

Q. What else could it be?

MR. PROWELL: I object. It is argumentative.

TRIAL EXAMINER: Sustained.

Q. (BY MR. MC HUGH:) What else do you do with your hands? A. I do a lot of things with them.

Q. About 90% of your time? Do you set ink? A. Yes, sir.

43 Q. Do you do that with your hands? A. Yes, sir.

Q. Do you shut the press off if it is necessary? A. Yes, sir.

Q. Do you do that with your hands? A. I push the button.

Q. Do you do minor maintenance? A. Minor maintenance, yes, sir.

Q. Do you do that with your hands? A. Yes, sir.

Q. Do you ever do the job of a roll man? On occasion? A. I think I have.

Q. And do you perform that manually? A. Yes, sir, with my hands.

Q. Do you ever take papers off the fly or perform the job of delivery man on occasion? A. Yes, sir, to sometimes help the fly boy catch up, you know.

Q. And you do that manually? A. Right.

Q. Do you ever help stack copy? Do you ever help stack the papers after they come off? A. I don't know.

Q. You don't know? A. I don't know what you mean. No, my job,
44 I do not help stack copies, no.

Q. You have never stacked any copies? A. Yes, sir, I have stacked copies.

Q. Do you plate the press? A. I have plated the press.

Q. Do you do that with your hands? A. Yes, sir.

Q. Takes some time, doesn't it? A. Some time.

Q. Don't you have to constantly watch the press while it is running and occasionally adjust the ink so that it inks properly and the right color on the copy? A. You have to watch the press constantly, yes, sir.

Q. And if the ink requires adjusting, you perform this manually, do you not? A. If the ink requires it, yes, sir.

Q. And how many times in a given night would ink require adjusting in order to assure a conformed copy? A. That would be impossible to say. It might require quite a while and then again it might run all shifts and never need it.

Q. Had you ever been told that you were a supervisor before you got this letter? A. Yes, sir.

45 Q. When? A. Those rules there--not orally, I never have been told that I was a supervisor.

Q. But you are familiar with the rules? A. Yes, sir, fairly familiar.

Q. Do the employees on the press, when you are the man in charge, do they generally know their job well? The Oiler, the Fly Boy, the

First and Second Assistant? A. When we first started up there, nobody knew anything.

Q. Well, approximately around November of 1963, did the employees know their jobs well? A. November of 1963?

Q. 1964? A. They knew it fairly well in 1964, yes, sir.

Q. So well so that they had to be told nothing at all about their work, isn't that correct? A. As to how to do their work, that would be correct.

Q. And these employees and yourself included, generally did the same work every shift? A. I am sorry. Would you repeat. I couldn't understand you.

Q. These employees on the press, as well as the man in charge, performed the same job every shift, did they not? In other words, a
46 Roll Man would perform the job, the same job as a Rollman every time he worked as a Rollman, would he not? A. Every time that he worked as a Rollman?

Q. Even though he may be shifted around on the schedule? A. Right. Each time as he worked as a Rollman it would be the same.

Q. And that is true as to the man in charge. His duties were the same every time he worked as the man in charge, was it not? A. Basically the same.

Q. All right, so that you performed routine work, did you not? A. I wouldn't say routine work.

Q. Scheduled work, would you call it? A. I would say--

Q. Once you accomplished a degree of skill, it was routine, was it not?

MR. PROWELL: I object, this is argumentative.

TRIAL EXAMINER: Overruled. You may answer.

THE WITNESS: I wouldn't say that the work was routine, no.

Q. (BY MR. MC HUGH:) You did know that it was--you did your job well, did you not? A. I didn't know all there is to know about it.

47 Q. You knew your job well enough to be a head pressman, didn't you? A. I think so.

Q. And you did it over and over, did you not? A. I was Head Pressman for some time.

Q. And if anything came up out of the ordinary you would call Leck Horton, would you not? A. I wouldn't say that.

Q. What would you say about call Leck Horton? A. I called Leck Horton when I needed him.

Q. And what kind of an occasion would require you to need Leck Horton? A. A break down that I couldn't fix or that I didn't feel like I should start trying to fix. That about covers it.

Q. To your knowledge do the janitors clean up around the plant? A. Yes, sir.

Q. Do they mop and sweep? A. Yes, sir.

Q. Do they clean up in therest rooms? A. Yes, sir.

Q. Do they clean up in the cafeteria, the lunchroom? A. That is right.

48 Q. Have you ever seen them working on the press? A. On the press, yes, sir.

Q. What were they doing? A. Cleaning up grease, ink. Cleaning out drip pans.

Q. Mop it up, clean it up with rags? A. Clean it up with rags and drain ink out of the drip pan.

Q. With respect to your Union activities, Mr. Wheeles, you testified that the first time you talked with anyone about it it was with George Hickey. You came to see him-- A. I don't believe I testified exactly to that. I said the first meeting that I was at was at George Hickey's house.

Q. How did you first find out about the Union? A. Johnnie Thomas told me.

* * * * *

52 Q. You later signed the Union petition? A. I believe that petition had already been signed, I am not sure.

Q. Who asked you to sign it? A. Bobby Gaston.

Q. Where did he show it to you? A. In the locker room at the Color Printing.

Q. Did anybody else sign it at that time with you? A. Bobby Norred.

Q. There were two of you there, were you not, at that same time? A. That signed?

Q. Yes, sir? A. Yes, sir.

Q. In fact, Bobby said, here it is, Guy, you can sign it if you want to, didn't he? A. Bobby Norred said that?

Q. Yes, sir. A. Bobby Norred?

Q. Bobby Gaston? A. No, I don't remember exactly what he
53 did say.

Q. Well, would you say he forced it on you? A. No, he didn't force it on me.

Q. You signed it of your own free will, didn't you? A. I told him I didn't like the idea.

Q. Did he make you sign it? A. No, he didn't make me sign it.

Q. You didn't like it but you signed it, huh? A. That is right.

Q. This is General Counsel's Exhibit 3. It is a copy. It is a little faded. Does your signature appear on there? A. Yes, sir.

Q. Right below the signature which purports to be that of Bobby Norred? A. Yes, sir.

Q. As a matter of fact, you never--you never told Mr. McFee that you desired to get out of the Union, did you? A. That is right.

Q. Mr. McFee told you at a Union meeting in Childersburg that if anybody wanted to get out all they would have to do is say so right then and there, did he not? A. I was not at any Union meeting in Childersburg, ever.

54 Q. Well, at the meeting at George Hickey's house, do you recall the conversation with Mr. McFee about your ability to leave any time you felt like you wanted to? A. I don't recall that.

Q. You don't recall that? A. No, sir.

TRIAL EXAMINER: You never sent your withdrawal letter to the Union yourself?

THE WITNESS: No, sir.

Q. (BY MR. MC HUGH:) You don't know who it was sent to, do you? A. Not first hand, no.

Q. You don't know if it was sent to anybody, do you? A. That is right.

Q. Did you personally give it to Mr. Clinton, your copy? A. No, sir.

Q. Do you know if it was given to Mr. Clinton? A. I think that it was.

Q. You just think? A. I know that it was.

Q. How do you know? A. He has a copy of it.

Q. That is not my question. How do you know he was given it?

55 A. He has a copy of it.

Q. Did you give it to him? A. No, I didn't.

Q. Who did? A. I do not know.

Q. But you know he has a copy? A. Yes, sir.

Q. Did you know how Bobby Norred was going to be at that meeting over at Mr. Applebee's house? A. Did I know what?

Q. How he happened to be there? A. No, I did not.

Q. Did you have a previous arrangement to meet him over there with Mr. Clinton? A. No, I did not.

Q. Did you know Leck Horton was going to be in the plant that night? On November 20th? A. I don't recall November 20th. I don't know what night you are talking about.

Q. Mr. Wheeles, I show you a copy of a document marked as General Counsel's Exhibit 14 for identification and ask you if you recognize that? A. I recognize it.

Q. What is it? A. It is a press run report.

56 Q. And who fills that out? A. I do, the Head Pressman.

Q. Do you sign it? A. Yes, sir.

Q. What information is requested or inserted in there?

A. What information?

Q. What information do you put in this in filling it out? A. Do you want me to start word for word?

Q. Just generally? A. Generally, this explains the down time on the press, the reason for the down time. The copies run on which jobs, the web breaks and paster failures are put on this.

Q. And does your signature go right down here where it says Pressman's Signature? A. That is right.

MR. MC HUGH: I offer this document as General Counsel's Exhibit 14, Mr. Examiner.

MR. HOOVER: No objection.

TRIAL EXAMINER: I will receive General Counsel 14.

(Whereupon, General Counsel's Exhibit No. 14 was received in evidence.)

57 Q. (BY MR. MC HUGH:) One other thing on this, Mr. Wheeles, the documents state up here, "Pressman, Pressman, Pressman, Rollman."

Whose names are filled in there after you sign it under the place where it says "Pressman's Signature?" A. Nobody.

Q. Well, does this relate to anyone's job, pressman? Do you fill in your name on all 3 of those names of Pressman? A. No.

Q. Whose names are filled in on there? A. I just said nobody's name.

Q. Nobody's name is filled in on there? A. That is right.

TRIAL EXAMINER: Do you mean you leave those spaces blank after those words?

THE WITNESS: Yes, sir, we have to double up on some of that.

TRIAL EXAMINER: What do you mean?

THE WITNESS: Well, the delivery man, we have 3 delivery men and there is not 2 places for the delivery men's names as you have to put in 2 men on one line and one man on another.

MR. MC HUGH: You don't fill in the--does the First Assistant's or Second Assistant's name go in that position, go in that slot?

58 THE WITNESS: No, sir.

TRIAL EXAMINER: In the upper lefthand corner?

THE WITNESS: No, sir.

Q. (BY MR. MC HUGH:) Well, isn't that what that Pressman, Pressman, is referring to up in that upper lefthand corner? A. I don't know. I don't understand what you are talking about. No, it is not what it is referring to.

TRIAL EXAMINER: Well, after "Rollerman," do you put the Rollerman's name in there?

THE WITNESS: Yes, sir, Roller, Oiler, Delivery Man, Delivery Man, Delivery Man.

TRIAL EXAMINER: You put in the names of the Rollman, the Oiler and the Delivery man or men, but you don't put in the names of the Pressmen?

THE WITNESS: That is right.

TRIAL EXAMINER: Do you know why that is?

THE WITNESS: I think these were originally made up for some other place. I don't know.

Q. (BY MR. MC HUGH:) Is there a space on there for the First and Second Assistant Pressman? A. There is no place on any of it for assistant anything.

Q. You don't put their names anywhere on the document?

59 A. Whose names?

Q. First and Second Assistant Pressman? A. Yes.

Q. Where does that go? A. That goes by Oiler and Rollman.

Q. Oiler and Rollman? A. Yes, sir.

Q. As far as you know that is a company form, isn't it?

A. Yes, sir.

Q. And it has been used since you have been Head Pressman?

A. Yes, sir.

Q. You testified that you filled out an application for membership in the Union, didn't you, Mr. Wheeles? A. That is right.

Q. And you also borrowed $3.75 from Bobby Gaston to pay for the Union, didn't you? A. Yes, sir.

Q. To pay the initiation--this is the fee for the Union book on the history of the ITU isn't it? A. I believe it is.

Q. Did you pay that to Bobby Gaston? A. Yes, sir.

Q. Are you positive? A. I am almost positive.

60 TRIAL EXAMINER: Was that $3.75?

THE WITNESS: Yes, sir.

TRIAL EXAMINER: $3.75.

THE WITNESS: Yes, sir.

Q. (BY MR. MC HUGH:) This meeting at Mr. Applebee's house, approximately what time did it start? A. I don't know. Approximately anywhere from 8 until 10 in the morning. I don't know.

Q. Approximately what time did it end? A. Around 10, I guess, 10 o'clock. Around 10 I suppose.

Q. Approximately how long did it last? A. It didn't last--well, we were actually over there probably, to the best of my knowledge, about an hour and a half.

Q. Is the letter which Mr. Dark prepared for you the same one that he was going to give to Grover Blankenship? A. I don't know. I suppose it probably is.

Q. Do you recall Mr. Dark discussing the letter, do you not? A. I don't know that he discussed it there at the meeting. No, I don't know that he did.

Q. When did he ask you to sign it? A. He didn't ask me to sign it. I told him I wanted out and he said that he had this--in other words,

61 I wanted out. He was going to tell me how to get out. That is all.

Q. Did he have it there with him? A. Yes, sir.

Q. Is that his writing on the letter? A. No, sir.

Q. Did he suggest the language for you to use? A. No, sir.

Q. You testified that you wanted out but you didn't know how to get out. Now, did you know how to sit down and write a letter?

TRIAL EXAMINER: Let me ask you.

THE WITNESS: I didn't know how to word it, no, sir.

TRIAL EXAMINER: Did you copy the wording of your letter from what Mr. Dark had already written?

THE WITNESS: Roughly. Now, maybe I left a word out here and put a word in there. It is along the same line.

MR. MC HUGH: That is all, sir. Thank you.

MR. HOOVER: No questions.

TRIAL EXAMINER: Just a minute. How many are on the night shift in the whole plant?

THE WITNESS: It would vary. Eight part of the time, 7 part of
62 time.

TRIAL EXAMINER: And that would be the press crew, plus, perhaps, a maintenance man or two?

THE WITNESS: Yes, sir.

TRIAL EXAMINER: This would not include anybody in stereotyping or plating or shipping?

THE WITNESS: That is right. Yes, sir.

TRIAL EXAMINER: They don't work on the night shift?

THE WITNESS: They go on home at 3:30 or 4 o'clock in the afternoon.

TRIAL EXAMINER: So in stereotyping and plating and shipping they just work the day shift, the first shift?

THE WITNESS: Yes, sir.

* * * * *

CROSS EXAMINATION

63 Q. (BY MR. ADAIR:) Mr. Wheeles, I believe you said that you assigned overtime to a man lapping over from one shift to the next? A. That is right.

Q. Tell us how that works, would you? A. Well, the only time a man would have to move over or go over onto another shift is when the shift coming in had a man short.

Q. And would that be your shift that was coming in? A. No.

Q. It wouldn't? What would it be? A. It would be the shift coming in relieving me. In other words, they are taking my place, my crews place. If they come up with a man short on their shift.

Q. Who does that work, then? Then you assign a man over to that shift, is that what you are saying? A. That is right.

* * * * *

66 Q. And is it your testimony, if your shift shows up a man short, that you go out and get them without first calling Leck Horton to find out who to get? A. Would you please repeat the question?

Q. Gladly.

67 If your shift shows up a man short, do you go out and get the man or do you call Leck Horton, first, and tell him and ask him who he wants you to get? A. If Leck Horton, if I can get in touch with Leck Horton, Leck Horton knows who has worked and who hasn't worked so it wouldn't work a hardship on them. I would call him, but if I can't get in touch with Leck Horton I would call the man.

Q. Oh, you do try to get him first before you get a man, is that your testimony? A. Normally.

Q. I see, so normally that is what you would do? A. For the reason I explained.

Q. Well, isn't there schedules posted as to who will work on a given shift? A. Yes, sir.

Q. And wouldn't you know who had worked and who hadn't worked? A. Yes, sir, most of the time.

Q. Well, couldn't you go down the list just as well as Leck to equalize this work, extra work? A. That is right.

Q. Well, why do you call Leck Horton, then, unless you are under instructions to do it? A. I am not under instructions to do it.

68 Q. But you do call Leck Horton-- A. Normally I would call Leck Horton.

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REDIRECT EXAMINATION

Q. (BY MR. HOOVER:) I have some more, Mr. Examiner.

Mr. Wheeles, to clarify this, first, tell me what you do when you are in the outgoing shift and the incoming shift is minus one man, had one man too few. What you do on the outgoing shift? A. If the incoming shift has one man short, in other words, they need another man, I go around and ask, starting with the Oiler, which is usually or should be the top man in seniority and the next man, now, from him, if he doesn't want it, the next man down from him.

Q. Which men are we talking about, the men on your shift? A. My shift.

Q. Go ahead. A. The first man that wants to could stay over.

Q. Now, how long--stay over? Do you put him onto the incoming shift? A. That is right.

Q. How long will he work with that other shift? A. He could work until they could find out what happened to the man that didn't show up or

69 if the man never showed up, on through the shift.

Q. Now, the Head Pressman on that shift will find a relief for the man that has stayed overtime, isn't that correct? A. That is correct.

Q. Now, in other words, let's assume, here, that you are the shift that came in, now. Reverse yourself. You are the shift that has come in with a man short.

Now, how do you operate? A. I call--the first thing I would do if I noticed it before 11 o'clock or before whatever the shift was, it would be to call the man and see why he wasn't in.

Q. If you are minus a man when the shift starts at 11, where do you get a man to fill in? A. I tell the Head Pressman of the offgoing shift that I am short a man, would he please leave me a man.

Q. So he leaves you a man. That man stays how long? A. Until I can get the other man in. If I can't get the other man in, plumb on through the shift.

TRIAL EXAMINER: Suppose this man who carried over from the other shift wanted to go home and you had not been able to find somebody to take his place in your shift, what would you do about that?

THE WITNESS: If I had not been able--well, I would normally call
70 Leck Horton, but I don't have to call Leck Horton. If I can't get in touch with Leck Horton I can call any man in, pressman in, to fill that vacancy.

TRIAL EXAMINER: My question was, has it ever happened that this carry-over man has had enough work for the day and he wants to leave and he tells you so, and you have already failed to get somebody to take his place. Has that ever happened?

THE WITNESS: I don't believe that that has ever happened. I surely don't.

MR. HOOVER: That is all.

RECROSS EXAMINATION

Q. (BY MR. MC HUGH:) Mr. Wheeles, you do down the line and ask him--people on the outgoing shift, if they would like to work overtime, do you not? A. That is right.

Q. You don't tell the Oiler, "I want you to stay here 2 hours a night," do you, you ask him? A. No, I don't ask him.

MR. MC HUGH: That is all.

MR. PROWELL: Wait a minute. He didn't let him answer.

TRIAL EXAMINER: You may answer.

MR. MC HUGH: I am sorry.

71 THE WITNESS: If the Oiler turned it down one of them would have to stay and I would tell them the low man on seniority that he would have to double over.

MR. MC HUGH: Has that ever happened?

THE WITNESS: No, sir, somebody wants it before you get to the bottom.

Q. (BY MR. MC HUGH:) How do you know if that is the way it is done if you have never had it happen? A. I have never been presented with it before.

Q. And you don't know how it would be done if it came to that -- A. I know exactly how it would be done, just like I stated it.

* * * * *

WILBUR HOLMES

was called as a witness by, and on behalf of, the Employer, having been duly sworn, was examined and testified as follows:

TRIAL EXAMINER: Give us your name?

72 THE WITNESS: Wilbur C. Holmes, Route 4, Box 1221, Sylacauga.

DIRECT EXAMINATION

Q. (BY MR. PROWELL:) Mr. Holmes, are you employed by Dixie Color Printing Company? A. I am.

Q. About how long have you worked for them? A. Approximately 4 years, I guess.

Q. Before going on the Company's payroll did you work in the plant in some other capacity or for someone else? A. I did.

Q. Was that for a contract of some kind? A. Local contract.

Q. Now, what type of work do you do, Mr. Holmes? A. I am an electrician.

Q. Do you confine your work in the plant to electrical work or do you do some other kind in addition? A. I do other kinds of work.

Q. What kind? A. Well, unload ink. I do mechanical work, anything that comes in hand that has to be done.

Q. Are you the electrical foreman or the Chief Electrician? Are you known by those titles? Did the Company ever give them to you?

73 A. I got the title of Chief Electrician here sometime back. Before then I didn't have no title of foreman or nothing.

Q. Did you have anybody working under you, regularly, as an electrician? A. No.

Q. Do you have anybody working under you, regularly, in any other capacity? A. No, sir.

Q. Suppose you need a helper, someone to assist you. What do you do? How do you go about getting someone to help? A. I have to check with Mr. Horton or Mr. Clinton.

Q. Do you have any authority to go over and pick up a man and tell him to come and help you or do anything that you want done? A. No, sir.

Q. Do you do any welding? A. On occasions I do a little welding.

Q. Do you work on the air compressor? A. I do.

Q. How are you paid, Mr. Holmes? A. Paid hourly.

Q. By the hour? A. Guaranteed 48 hours a week.

74 Q. Did you get a bonus last Christmas? Or at the end of the year, somewhere along there? A. About a couple of years ago we all got a bonus.

Q. How much did you get? A. We all got turkeys.

Q. Did you get any money? A. I got a little, I guess.

Q. Do you remember how much? A. It might have been $100.00.

Q. Did you get $500.00? A. No.

Q. Do you have a helper working for you? If you have a helper working for you do you have any authority to hire or fire that man? A. No, sir.

Q. Do you have any authority to recommend that any man be hired or fired? A. No, sir.

Q. Can you exercise your own independent judgment in changing a man's classification or changing his assignment? A. No.

Q. When he is working with you, what do you do? How --

MR. ADAIR: I object.

Q. (BY MR. PROWELL:) How do you tell him what to do?

75 TRIAL EXAMINER: You object?

MR. ADAIR: I object because I think he should ask him what he does or how he does it, but not--

MR. PROWELL: That is what I asked him. How does he do it.

TRIAL EXAMINER: Give it again, will you, please?

Q. (BY MR. PROWELL:) I said, when you have a man assigned to help you, how do you give him, tell him what to do?

TRIAL EXAMINER: I will permit it. Overruled. You may answer.

THE WITNESS: Well, I know what there is to be done, what kind of work we are trying to do, so we just work together on it.

MR. ADAIR: I object and move that the answer be stricken. It was not responsive to the question, "How do you tell him what to do."

TRIAL EXAMINER: I will grant the motion.

Q. (BY MR. PROWELL:) All right--

TRIAL EXAMINER: What we want to know is, Mr. Holmes, you have got this man to help you. Now, what happens then. You have got a job to do and you have a man to help you. How do you get it done? What do you do, with respect to the man. What do you say to the man?

76 THE WITNESS: I tell him what we have to do and what material we have to have and go gather it up.

Q. (BY MR. PROWELL:) Do you work along with the man?
A. Yes, sir, if I have time I do.

Q. And if you don't have time, what are you doing then? A. I go off and leave him. He works by himself until I get back if I am working on something else.

Q. And do you work with your hands? A. I do.

Q. Do you spend--how much of your time do you spend working with your hands? A. Just about all of it.

Q. Now, do you have any authority to reprimand or to discipline an employee if he is assigned to you? A. No.

Q. Have you ever had occasion when the man wouldn't do what you laid out, what you suggested? A. No.

Q. Has anybody ever told you that you have the authority to discipline an employee if he didn't do what you tell him? A. No.

Q. How often would you say you have someone assigned to help
77 you, I mean with what frequency? A. Well, that all depends.

Q. Well, I mean, might you have somebody assigned to you for a week or two at some time? A. It is possible if we had an extra man and some work needed to be done I might have one.

Q. For what periods of time would you possibly go without having anybody assigned to you? A. It could be a long time and it could be short. It all depends. If something breaks down or if something new has to be added, why, time can vary.

Q. Has there ever been a matter of weeks that you didn't have anybody at all? A. Yes, sir.

Q. Where does the man usually come from that is assigned to help you? A. Normally it would be an extra man off of the press.

Q. Do you know whether or not that man continues to carry his status among the press crew while he is working for you? A. I imagine he did.

MR. ADAIR: I object and move it be stricken from the record, what he imagines.

MR. MC HUGH: I--

78 THE WITNESS: He goes back to the press--

TRIAL EXAMINER: I will sustain the objection. Strike the answer. Let's start over.

Q. (BY MR. PROWELL:) He does go back to the press when he leaves you? A. He goes back to the press.

MR. ADAIR: I object as a leading question and an answer without a question there. I object and move that it be struck from the record.

TRIAL EXAMINER: It may stand. Overruled. Motion denied.

Q. (BY MR. PROWELL:) Do you attend any kind of meetings of supervisors or supervisory meetings at the plant? A. No.

Q. Have you ever attended any? A. No.

Q. There is some testimony in the record, Mr. Holmes, about insurance.

First, let me ask you, do you know whether or not you get the same or a different insurance fringe benefit coverage from the other hourly rated people? A. Well, no more than what I pay for. I think everybody can get it if they wanted to pay for it.

MR. ADAIR: I object, the answer is not responsive.

79 MR. PROWELL: I agree.

TRIAL EXAMINER: I will strike it.

Q. (BY MR. PROWELL:) Let me ask you this way.

First, do you get the same benefits that the other hourly rated employees get? A. Yes, I get that.

MR. ADAIR: I object and move it be stricken unless he shows how he knows it.

MR. PROWELL: We are fixing to go into it a little deeper.

MR. ADAIR: And ask him what he gets.

TRIAL EXAMINER: It may stand. Motion denied.

Q. (BY MR. PROWELL:) Do you have a special--let me ask you this.

How much life insurance do you have, do you know? A. 10 or $12,000.00 worth, I reckon.

Q. Now, do you also have a major medical policy? A. I think so.

Q. Is that a part of your life insurance policy or is that a separate-- A. Part of the life.

Q. --policy? A. Part of the life.

Q. Do you have to pay extra for that or not? A. I do.

80 Q. Do you make any contribution to the remainder of the insurance program that you have?

MR. ADAIR: Would you mind reading that question, please?

(Question Read.)

MR. ADAIR: I object. That assumes facts not in evidence. He has not testified whether he has any additional insurance program.

Q. (BY MR. PROWELL:) All right, if you want to be technical. Are you covered by hospitalization? A. I am.

Q. Now, do you make any contribution toward your hospitalization type of program? A. Yes.

Q. Do you know whether or not you make the same contribution as all other hourly rated employees? A. As far as I know, I do.

Q. Now, in addition to the contribution that you make for your hospitalization, state whether or not you have to make additional payments for your life insurance and your major medical coverage? A. I do.

Q. Now, Mr. Nickolson, did he ever work with you as a helper?

81 A. Yes, sir, he has worked with me as a helper.

Q. On more than one occasion? A. Yes, sir.

Q. Can you testify as to what is the greatest length of time he ever worked with you, to your knowledge? I mean the longest number of days at any one time? A. Do you mean with the Company or before?

Q. With you, since you have been with the Company? A. With the Company. The best I can recall, it wasn't but 2 or 3 days and part of the time it was not all day then.

Q. Has he worked with you on more than one occasion since you have been with the Company? A. Maybe once or twice. I don't recall exactly.

Q. Did he work with you somewhere else before you came to work for this company? A. Yes, sir.

Q. Does Mr. Nickolson have an electrician's license? A. No.

Q. Mr. Nickolson testified that something came up in connection with a roll of wire to go on a new press.

Do you know anything about a roll of wire that was to go on a new press? A. Yes, sir, we had quite a few rolls of wire there.

Q. Did you have an occasion in which, about November of last
82 year, one of them was sent out of the plant? A. Yes.

Q. What happened? A. The wire was damaged about 100 feet down in it.

Q. And what did you do with it? A. Sent it back and got some more.

Q. Did you tell Mr. Nickolson that since the Company has found out about the Union they were going to ship the wire back because they weren't going to need it on the new press, because of the Union coming in? A. I don't know. I don't recall telling that.

Q. Well, was that the reason that you sent it back? A. No.

Q. Now, Mr. Holmes, do you have any authority to discharge any of these colored employees who are working back there in the Maintenance Department of the plant? A. No.

Q. You were here in the hearing room part of yesterday, were you not? A. No, sir.

Q. You were not? A. No, sir.

Q. All right. There was some testimony yesterday concerning the use of a tow motor, a misuse of a tow motor.

83 First, let me ask you, what is your responsibility in connection with the maintenance or upkeep of the tow motors? A. I am supposed to keep them running.

Q. Are they electrical equipment or some other kind? A. Electrical.

Q. Did you have an occasion to observe one of the colored employees using the tow motor sometime in 1964 for some particular purpose? A. I think there was.

Q. Do you recall the name of the employee? A. I think his name was Fletcher Thomas.

Q. Approximately when did it happen? A. About a year ago, I imagine.

Q. Tell us about it. Tell us what happened? A. Well, he was pushing paper with a tow motor choking the motor down and that burns it up and you stall it and I told him he wasn't supposed to be doing it. It was on the bulletin board. You wasn't supposed to use that to choke it down like.

Q. You say it was on the bulletin board? A. A notice was, yes, sir.

Q. A notice was? A. Yes.

84 Q. Did he quit doing it at that time? He quit.

Q. Did you discharge him or send him home? A. No.

Q. Did you have any authority to do so? A. No.

Q. What did you do about it, if anything, after that? A. The next morning I reported it to Mr. Clinton.

Q. You went in and reported it to Mr. Clinton? A. Yes.

Q. What did Mr. Clinton ask you about it? A. I can't recall right now.

Q. Well, did you report all of the details to him? A. Yes.

Q. Do you know whether or not Mr. Clinton made an investigation to determine any further than talking with you? A. I couldn't say.

Q. Do you know whether or not some time after that Fletcher Thomas was let go? A. I think he was.

TRIAL EXAMINER: Fletcher--

MR. PROWELL: Thomas.

TRIAL EXAMINER: All right.

85 Q. (BY MR. PROWELL:) Did you make a statement--did you have a conversation with George Hickey in the late summer in which he asked you if you had fired a colored man and that you told him that you had caught him using a tow motor as a truck and if you had your way, that you would fire every one of them, meaning the colored people? Did you make that statement? A. I don't think I did.

Q. Had you discharged anybody up to that time? A. No.

Q. Have you ever discharged anybody? A. No.

Q. Did you have a conversation with Mr. Gaston in the summer of 1964 in which you told him that you caught an employee misusing a tow motor? Do you recall making any such remark? A. I don't recall if I did.

Q. Did you tell him that you had talked to the colored employee or was he there even at the time--was Mr. Gaston there at the time you talked to this colored employee?

MR. MC HUGH: I object to the question. He said he can't recall it.

MR. PROWELL: I asked him about something else. This is a different situation now.

86 TRIAL EXAMINER: I will permit it, overruled.

Q. (BY MR. PROWELL:) I said was Mr. Gaston present when you found this employee misusing the tow motor? A. I couldn't say, but I don't think he was.

MR. MC HUGH: I move to strike the answer as being vague and unresponsive.

TRIAL EXAMINER: Denied.

Q. (BY MR. PROWELL:) Did you have a conversation with Mr. Clifton in the lounge in August of 1964 in which you made a remark that one of the colored employees had made some statement to you and you made the remark, "You won't see that young buck around here after tomorrow."

Did you make that statement? A. I don't recall it if I did.

Q. Well, did you have any authority to fire anybody there for making a remark to you? A. No.

Q. Mr. Holmes, have you been asked to join this Union? A. Oh, yes. I have been asked to come in with them.

Q. Do you remember who was the first one that asked you? A. I believe Nickolson told me I had better come in with them.

87 TRIAL EXAMINER: Nickolson?

THE WITNESS: Nickolson, right.

Q. (BY MR. PROWELL:) Where did that take place, do you remember? A. Off hand I couldn't say. It was somewhere in the plant.

Q. Was that prior to the strike, then, before they went out? A. It was.

Q. Do you recall whether you have been asked by anyone else or not? A. There is a number of them said, "You had better come on in with us."

Q. Did you join up? A. No.

Q. Since they have gone on strike, have you been asked to come out and join the strike? A. Well, I don't know whether they was joking or what they meant but they have said it.

Q. Can you tell me who said it to you, the ones that you can remember? A. Well, George Hickey has told me I had better come on out there with them.

Q. Any others? A. Harold Ogle shook his check to me and said, "You had better come on and get some of this easy money."

88 Q. Anybody else? A. I believe Tom Smith said, "You had better come on in with us." A number of them said it.

Q. Did you ever have a conversation with Mr. Shaphan Grant concerning Mr. George Hickey? A. Yes, there has been a lot of conversation about George Hickey.

Q. Well, tell us first about when did this particular conversation take place, if you recall? A. Oh, 3 or 4 or 5 months after the plant started up.

Q. What was Mr. George Hickey's position at that time? A. He was Head Pressman.

Q. What was the conversation? A. The boys were sort of hot at him.

TRIAL EXAMINER: Was what at him? What was that?

THE WITNESS: The boys were sort of hot at him.

Q. (BY MR. PROWELL:) What did Mr. Grant say to you? A. Well, there had been some confusion there about the way George was working them. They didn't like it. They didn't like to be hollered at and stuff like that.

Q. That is all you remember about the conversation at that time?

89 A. Yes.

Q. Mr. Hickey testified concerning a shipment of wire, he said that you made the remark that it was going to be shipped out because the new press was not going up. It was being sent back because of the Union.

Is that--did you have a conversation with him about some wire being sent back, if you recall? A. There might have been some discussion there but the Union wasn't mentioned. The wire was sent back because it was damaged.

Q. Was the wire sent back on only one occasion that you can recall or more? A. That is all, just one.

TRIAL EXAMINER: Who was the Witness referring to there?

MR. PROWELL: Hugh Hickey.

Q. (BY MR. PROWELL:) There has been some testimony here, Mr. Holmes, with respect to the ordering of material or parts. Do you have anything to do with the ordering of any supplies or parts or materials in the plant? A. I order small items, small stuff.

Q. Can you do that on your own or how is it done? A. If it amounts to very much there has to be a purchase order made out and Mr. Clinton has to sign it.

90 Q. Now, are there occasions when you have to come into the plant at night? A. I do.

Q. How do you know to come to the plant? A. Well, after 4:30, the Head Pressman calls me.

Q. When you come in under whose supervision are you working? A. The Head Pressman is telling me what to do.

Q. Who do you consider to be your boss while you are in there? A. I consider him the boss of the plant.

Q. Who tells you what is to be done? A. The Head Pressman.

Q. When the work is completed who do you report to? A. I report to him, the Head Pressman.

MR. PROWELL: I have nothing else.

CROSS EXAMINATION

Q. (BY MR. MC HUGH:) Do you recall this conversation with George Hickey about this janitor, Mr. Holmes? A. I don't recall it.

Q. You don't remember whether it took place or not? A. Well, I remember it taking place about the janitor pushing paper, yes, but I don't recall whether Mr. Hickey was present at that time or not.

Q. Well, who else did you have a conversation with about the tow motor and the janitor? A. I don't recall discussing it with anybody in particular. 91

Q. You didn't discuss it with George Hickey? A. I don't think so. I might have.

Q. Well, what did you say to him if you did? A. I don't remember discussing it, I said.

Q. Well, you said you might have? A. If I might have I would remember it. I could tell you what I said.

Q. So you don't remember, do you? A. Not definitely, I don't.

Q. You don't remember definitely whether you remember or not, is that right?

MR. PROWELL: I object to a question like this, Mr. Examiner. That is argument with the Witness, clearly.

MR. MC HUGH: I submit I am trying to ask the Witness whether he recalls a conversation or not.

MR. PROWELL: He has already told you he didn't.

TRIAL EXAMINER: I will permit it.

Q. (BY MR. MC HUGH:) Do you recall a conversation with George Hickey when you discussed the janitor? A. No.

Q. You are positive of that? A. Yes.

92 Q. Didn't you just testify on direct examination that you might have had a conversation with him? Or do you remember? A. I don't remember.

Q. Whether you testified to that on direct? You have a short memory, do you not, sir?

MR. PROWELL: I object.

TRIAL EXAMINER: Sustained.

Q. (BY MR. MC HUGH:) When this wire was sent back, because of what reason, sir? A. It was damaged.

Q. Did you have a conversation with--you saw Mr. Clinton about that wire? A. Yes, sir.

Q. How about O.B. Clifton? Did you talk with O.B. Clifton about it? A. O.B. might have moved it out because he was working in shipping at that time. He probably loaded it out.

Q. Did you talk with him about it instead of Mr. Clinton? A. I probably talked to both of them.

Q. Who decided that that wire had to go back? A. When I told Mr. Clinton it was damaged he decided to send it back and have it

93 replaced because we couldn't use it.

Q. Did you inspect it? A. Did I inspect it?

Q. Yes, sir. A. Yes, sir.

Q. Did you say anything to Mr. Clinton about what was the matter with it? A. I told him, yes.

Q. What was the matter with it? A. It was damaged about 100 feet down in it.

Q. What was damaged? A. The insulation on the wire.

Q. Had it come off? A. It had been gouged.

Q. Gouged? A. Tore.

Q. Tore? A. Pulled back.

Q. Pulled back? A. Yes.

Q. What did you tell Mr. Clinton? A. I told him we would have to send it back because we cut it short, ordered just enough to pull and you can't tape wire like that and pull it. You have to replace it.

94 Q. You mentioned that you had purchased some parts if they were in small amounts? A. Small items, yes, sir.

Q. What are small items? A. Oh, 10 or $12.00 worth.

Q. How about an exhaust fan on the press. Have you ever purchased parts for that? A. No.

Q. You are positive of that? A. Exhaust fan for a press?

Q. Yes, sir? A. Yes, sir, I am positive.

Q. What is the largest item you have ever purchased without going to Mr. Clinton for approval? A. Like I say, if it amounts to 10 or $12.00 you have to fill out a requisition.

Q. Has he ever sent back one of your requisitions over that amount? A. Over what amount?

Q. 10 or $12.00? A. No.

Q. They usually go through? A. Because he knows what it is and whether we need it or not.

95 Q. Is he in charge of the electrical department? A. Yes, sir, he is in charge of the whole department.

Q. But you are in charge of the electrical work, aren't you? A. I look after the electrical work, yes.

Q. Didn't Shaphan Grant work for you for a while? A. He worked with me some, yes.

Q. He is a qualified electrician, isn't he? A. He is.

Q. How about O.B. Clifton. Did he work for you? A. He worked with me some, yes.

Q. He is not as qualified as Shaphan Grant, is he? A. No.

Q. You got to kind of watch a man who is not as qualified in doing his work, do you not, around electrical work? A. It all depends on what kind of electrical work you are doing.

Q. Well, what kind of work did O.B. Clifton do for you?

A. Threading pipe.

Q. Threading pipe? A. Yes.

Q. Did you tell him? A. You tell him how long a piece you want to cut and he would go thread it.

96 Q. How long did he work for you? A. It would vary. It might be a day and it might be next week before I use him again. It was an extra man.

Q. When you decided that you needed some assistance in your job, you went to Mr. whom, to ask for some help, Mr. Horton? A. If I needed help I would have to see Mr. Horton or Mr. Clinton.

Q. Were you ever assigned any help without your first asking for it? A. No, not that I recall.

Q. In other words, you had to usually go ask for help before you would get it? A. Well, I always needed a little help in the summertime.

Q. They didn't give you enough help? A. Well, you got a lot to do there, air conditioners and stuff like that and you can always use an extra man to help.

Q. How long did Shaphan Grant work with you? A. It varies. He was on some and off some.

Q. What is your hourly rate of pay? A. Hourly rate of pay?

97 Q. Yes, sir? A. About $3.00, I reckon.

Q. About? A. I never have figured it up.

Q. You don't know what your hourly rate of pay is? A. $3.62, I believe, something like that.

Q. Is that your testimony? A. Yes.

Q. Do you get the same pay every week? A. I am guaranteed 48 hours a week.

Q. Do you punch a clock? A. I fill out a time sheet.

Q. How many hours do you actually work in a week? A. It all varies.

Q. Some weeks you don't work 48 hours, do you? A. I normally put in 48.

Q. Some weeks you work less than that and some you work more than that, is that correct? A. I normally put in 48. If I put in any extra I am supposed to take it off.

Q. Isn't it true that some weeks you don't work 48 hours a week? A. No, I put in 48 hours most every week.

Q. That is your testimony that you always put in at least 48 hours a week? A. Yes.

98 Q. When you put in more than 48 hours a week do you get paid for more than 48 hours? A. Well, I take time off.

Q. You don't get overtime? A. No.

Q. You take your time off? A. Yes.

Q. When do you take your time off? A. Whenever I need to. Whenever it is convenient for me when I don't have anything to do.

Q. You have never worked less than 48 hours in a week? A. Well, not unless I have been out sick once or twice. That is the only time.

Q. Did the Company pay you if you are out sick? A. I am guaranteed 48 hours.

Q. Whether you work or not? A. Yes.

Q. What is Leck Horton's position with the Company? A. Plant Superintendent.

Q. How long has he had that position? A. Off hand. I couldn't say exactly. A year or more.

Q. He is the Press Foreman, isn't he?

99 MR. PROWELL: I object, Mr. Examiner, this is going outside the line and scope of direct examination. If he wants to call the Witness as his own he has a right to do so in rebuttal.

TRIAL EXAMINER: I will permit it. Overruled.

Did you answer that last question?

THE WITNESS: Plant Superintendent.

TRIAL EXAMINER: Plant Superintendent?

THE WITNESS: Yes, sir.

Q. (BY MR. MC HUGH:) When you have an assistant working with you do you have to check his work? A. Normally you do, yes.

Q. Are you responsible for any work that he does? A. I imagine I would be.

Q. This is true of Shaphan Grant, also? A. Yes, sir.

Q. Oscar Clifton? A. Yes.

Q. John Nickolson? A. Yes.

Q. Now, let's try to nail down this insurance, Mr. Holmes. You should know what your insurance benefits are with the Company, don't you, sir? A. What part are you speaking of, hospital?

Q. Your life insurance? A. Life insurance?

100 Q. Yes, you mentioned about 10 or $12,000.00. Let's have a better guess. A. I have 3 or 4 policies. Off hand that is about what it is. I would have to get it out and see.

Q. You don't know exactly? A. No, not to the thousands.

Q. And the Company, you say that you contribute to paying the cost of this insurance? A. I pay the premium, yes.

Q. You pay the entire premium? A. So far as I know, I do.

Q. The Company doesn't pay any? A. Not that I know of. I pay $85.00 or $100.00 a year on it. I pay it annually.

Q. And the Company doesn't pay any of it? A. I don't know whether they do or not.

Q. Did you ever ask? A. Do what?

Q. Did you ever ask them if they contributed part of the premium? A. No, I have never asked.

Q. But you think they do have 10 or $12,000.00 of life insurance on you? A. I think I got the policy. They haven't got anything on me.

101 Q. Through the Company? Wasn't this policy provided for you by the Company? A. I reckon it could be, yes.

Q. Well, was it or was it not? A. I got it from the Company, yes.

Q. You didn't go out to an insurance company and buy that on your own life, did you? A. No, no.

Q. All right, sir. Now, you mentioned that you got a Christmas bonus. How much was it? A. $100.00 and some dollars, I reckon.

Q. 100 or so? A. Yes.

Q. You don't remember that exactly? A. $100.00.

Q. Exactly? A. Yes.

Q. You are positive? A. Yes.

Q. Did you get a turkey? A. Yes, we all got a turkey.

Q. You got a money bonus and a turkey? A. Yes.

Q. Do you know what the--what kind of insurance the Head Press-
102 men receive from the Company, if any? A. I have no idea what kind they receive.

Q. Well, you testified on direct that you thought you had the same as the hourly rated employees, now, how do you know this if you don't know what they make or what they have? A. I think we all got the same policy, --

Q. You don't know for sure? A. No, I didn't go through the files and check it out.

Q. Then your answer to Mr. Prowell's question was not correct, was it?

MR. PROWELL: I object, that is argumentative.

TRIAL EXAMINER: Sustained.

Q. (BY MR. MC HUGH:) You do not know what the other hourly rated employees receive in the form of insurance benefits, do you, Mr. Holmes? A. Not definitely, no, I never have been in there.

Q. Not even approximately do you know? A. I think what I have heard we all got the same policy.

Q. You have heard that you all have the same policy? A. Yes, sir.

Q. Do you understand that the Head Pressman has a 10 or $12,000.00 life insurance policy? A. I don't know about that.

103 Q. Is that what you have heard? A. Hospitalization, I think we all got that.

Q. Does the Company have supervisory meetings? A. I imagine they do, I couldn't say.

Q. You don't know for sure? A. I don't.

Q. You testified on direct that you didn't attend any? A. I haven't been to any. I have had no cause to go to any. I am not a supervisor.

Q. I beg your pardon? A. I have no cause to go to any. I am not a supervisor.

MR. MC HUGH: I submit that be stricken.

MR. PROWELL: I submit it is responsive.

TRIAL EXAMINER: Motion granted.

Q. (BY MR. MC HUGH:) Do you know whether or not they have supervisory meetings? A. I don't know, not for sure, no.

* * * * *

REDIRECT EXAMINATION

Q. (BY MR. PROWELL:) Mr. Holmes, if you work overtime in a week and do not take compensatory time off do you get time and a half
104 for those hours above 48 hours a week? A. I do.

* * * * *

CROSS EXAMINATION

Q. (BY MR. ADAIR:) Your 48 hours pay that you are guaranteed, that you receive, are you paid weekly, sir? A. Yes.

Q. You receive a check each week? A. Each week.

Q. And the 48 hours you receive is whether you work it or not, is that not correct? A. I am guaranteed 48 hours.

Q. Now, the 8 hours above 40 that you receive on your pay check that you are guaranteed, is that at time and a half? A. Yes.

Q. And that is in your check whether you work or not, at time and a half? A. That 8 hours, yes.

Q. Right? A. Yes.

105 Q. Now, you testified that when you came in at night to help repair a machine that you went to see the Head Pressman? A. Normally he is the one that calls me and he tells me what the trouble is before I ever get there.

Q. He tells you it is broken down? A. What won't run and what won't move, yes.

Q. When you get there is it your testimony that he shows you how to repair it? A. No, he tells me what the trouble is.

Q. What the trouble is? A. I am supposed to have sense enough to fix it, you see. That is what they are paying me for.

Q. And then you fix it on your own? A. No, he is not an electrician. If he was he wouldn't be calling me.

Q. That is logical. A. Uh-huh.

Q. Then when you get through you say you report back to him? A. I tell him it is ready to go.

Q. You just tell him it is ready to go and that is--A. It is fixed.

Q. Right and that is what you mean when you say you report back to him? A. Yes.

* * * * *

106 JOHN HORTON

was called as a witness by, and on behalf of, the Employer, having been duly sworn, was examined and testified as follows:

TRIAL EXAMINER: Give us your name and address?

THE WITNESS: John Horton, 200 Sara Lynn Drive, Sylacauga.

DIRECT EXAMINATION

Q. (BY MR. PROWELL:) Mr. Horton, are you employed by Dixie Color Printing Company? A. Yes, sir.

Q. What is your official capacity? A. Plant Superintendent.

Q. Prior to becoming the Plant Superintendent, were you working for the Company in some other capacity? A. Yes.

Q. What was that? A. Head Pressman.

107 TRIAL EXAMINER: When did you become Plant Superintendent?

MR. PROWELL: That was my next question?

THE WITNESS: September of 1963.

Q. (BY MR. PROWELL:) Now, how many Head Pressmen do you have? A. We have 3 Head Pressmen and one relief Head Pressman.

Q. The total of 4? A. Total of 4, yes, sir.

Q. Has that been true--was that true while you were a Head Pressman? A. Not for a long--I don't believe we had a relief Head Pressman at that time.

Q. All right, now, as Plant Superintendent are you in charge of the entire manufacturing process? A. Yes, sir.

Q. Do you, yourself, personally supervise some departments in that? A. I have the Maintenance Department. I am directly over the Maintenance Department and the Shipping Department.

Q. Do you have a foreman in charge of the stereo? A. Yes, sir.

Q. Do you have a foreman in charge of the plating room?

108 A. Yes, sir.

Q. And who is in charge of the press when it is running? A. The men in charge or the Head Pressman.

Q. Does the press operate one shift or does it operate on a rotating basis? A. Rotating basis.

Q. How about the stereo and the plating department? Do they normally operate one shift or more than one? A. Just one shift.

Q. How many men normally would you say would be in the stereo? A. 5 men, counting Gene Leslie, who is the foreman.

Q. And how many would normally be in the plating room? Is Mr. Foster in charge of that? A. Yes.

Q. How many men would normally be in there under Mr. Foster? A. We had 1 man under him for a long time and then sometimes when a new man comes in we put him in the plating room to get accustomed to the plates and usually we bring him into the press room after that.

Q. Do I understand your testimony there is one or two under him?

109 A. It is 1 or 2, yes, sir.

Q. The plating department and the stereo department, are they in the same room, the same open area? A. Yes, sir.

Q. Is that open area also the same area in which the press is located or is it in a separate room? A. It is in a separate room.

Q. Now, do you have some employees who engage in shipping?

A. Yes, sir.

Q. Did you testify that they work under your supervision?

A. Yes, sir.

Q. Do you have a shipping room that is separate and apart or is it a part of the room in which the press is located? A. It is separate.

Q. Now, do the shipping department employees normally work in the day time or do they work around the clock as the press does?

A. It is daytime.

Q. Do you have some employees who take the finished product from the press into the shipping room after the day shift goes home? In the afternoon? A. Yes, sir.

110 Q. Are they under you? A. Yes, sir.

Q. Are they a part of maintenance or in some other group in--

MR. ADAIR: I object. It is leading the Witness.

Q. (BY MR. PROWELL:) What group are they a part of?

A. They are a part of maintenance.

Q. Normally what hours do you observe at the plant, Mr. Horton?

A. From 8 to about 4:30 or 5 o'clock.

Q. Whose supervision are these maintenance people under at night time? A. They are under the Head Pressman's supervision.

Q. Are you familiar with General Counsel's Exhibit 11?

A. Yes, sir.

Q. Does that generally describe the duties of a Head Pressman as to his duties, authority and responsibility? A. Yes, sir, it does.

Q. Who enforces the plant rules in the plant at night with respect to--well, at night time? A. The Head Pressman does.

Q. Who do you look to to discipline employees at night after you leave the plant for infraction of plant rules or misconduct? A. The

111 Head Pressman.

Q. There has been considerable testimony here about the supplying of a relief man in the event of an absence. First let's take a temporary situation.

That is, without notice, a man does not show up for the midnight shift, what is the--what are the instructions? A. The man in charge or the Head Pressman can either call in a man that is off on his shift, who is normally off that day on his shift, or else he can call me and I will get him in.

Q. Suppose that is at 11 o'clock at night --

MR. MC HUGH: I object. The question is involving supposition, Mr. Examiner. We have got considerable testimony on the record as to what their actual duties are and what duties they have to perform. I see no need in burdening the record with questions of such a nature with nothing more than conclusionary responses.

TRIAL EXAMINER: I think it is better--

MR. PROWELL: May I complete my question?

TRIAL EXAMINER: I think it is better, actually, if you find out what has actually happened. When we talk about what might happen--

Q. (BY MR. PROWELL:) I will ask what is the authority--

112 TRIAL EXAMINER: Actually, I have permitted that sort of question and I will permit this one, too, but actually having people talk about what their authority is is in itself a very vague type of testimony and I think there is some authority that is not permissible.

MR. MC HUGH: Certainly, it is no help to the Trial Examiner.

TRIAL EXAMINER: How the authority has been exercised is really the determinative thing, I think. I am not going to cut you off, go ahead.

Q. (BY MR. PROWELL:) All right, what we are talking about, what I am trying to clear up, Mr. Horton, is at 11 o'clock at night when they find all of a sudden that a man has not shown up for the third shift, what do they do or what is done in order to put somebody to work to keep the press going on the third shift?

MR. MC HUGH: Objection.

TRIAL EXAMINER: Overruled.

THE WITNESS: The man in charge has to ask one of the men to stay.

Q. (BY MR. PROWELL:) Is that from the man in charge? Is that man from the second or the third shift who does the asking?

A. Well, it would be from the man on the previous shift to ask, to find out. He would know which man was in line for it and he would ask if he
113 wanted to stay. He could stay and if he didn't he could get somebody else. He would go down the line.

Q. And when he goes all of the way down the line and all of them refuse, then what does he do? A. He would have to tell one of them he would have to stay.

MR. ADAIR: I object and move that be stricken. He says what he would have to do under given circumstances?

THE WITNESS: He would tell one of them.

MR. ADAIR: I object. Hold on just a minute.

MR. PROWELL: I submit this is proper. That is the very question the Trial Examiner asked the first Witness.

MR. MC HUGH: Mr. Examiner, this Witness is not shown to be in the plant generally from the end of shifts and how is he qualified or how is he any better qualified than the previous Witness, Mr. Guy Wheeles, to testify as to what occurs at a change of shift.

MR. PROWELL: That is absurd, Mr. Examiner. This is the man who is responsible for the entire plant and what these people do.

MR. MC HUGH: He didn't testify to specific instances.

114 TRIAL EXAMINER: I will permit it. He was a Head Pressman before. I will deny the motion.

Q. (BY MR. PROWELL:) All right.

TRIAL EXAMINER: Next question.

Q. (BY MR. PROWELL:) What is the authority of the Head Pressman if a man becomes incapacitated for any reason? What is the authority of the Head Pressman with respect to that man continuing or not continuing to work at night? A. Just what do you mean?

Q. What can he do?

TRIAL EXAMINER: What does he do?

Q. (BY MR. PROWELL:) What does he do? A. Would you repeat that question?

Q. Say, when a man becomes ill or drunk on the job or for some other reason he can't perform his functions, what does the Head Pressman do? A. He would have to dismiss him and send him home.

Q. Now, what does the Head Pressman do then toward getting a relief for the man? A. He would call the man in that was on his off day.

Q. Could he also call you if he wanted to? A. Yes, sir, he could call me if he wanted to and I could call a man that was off.

115 MR. MC HUGH: I would like to ask the Trial Examiner to take note of the conclusionary, the hypothetical and the completely unwarranted questioning of this nature as it is of no assistance whatsoever in determining the supervisory status of these employees.

Q. (BY MR. PROWELL:) Now, there has been some testimony here--you have been here in the hearing room the whole time, have you not? A. Yes.

Q. What does a Head Pressman do? A. Well--

Q. Wait a minute. Let me finish the question.

What does a Head Pressman do if he decides that a man is incompetent or unsatisfactory?

MR. MC HUGH: Are you finished, Mr. Prowell?

MR. PROWELL: Yes, sir.

MR. MC HUGH: I have an objection, sir. How far can--

TRIAL EXAMINER: I will sustain that objection on the ground that there has been no suggestion in this record thus far that anybody working on the press has been incompetent.

MR. MC HUGH: Or drunk.

MR. PROWELL: Then we must make an offer of proof, Mr. Examiner, because we are talking about authority.

116 I agree with you that the testimony is, nobody has ever been discharged and nobody has been discipilined but we are talking about the question of authority and I would like to make an offer of proof that if the Witness were permitted to answer that he would state that a Head Pressman does have the authority to send a man home and to refuse thereafter to work the man.

MR. MC HUGH: I think it should be rejected for this reason, Mr. Examiner.

We are not talking about an R. Case decision. We are talking about a determination as to whether these employees are in or out of a unit.

We are talking about a question which involves recognition and we should not be subjected to hypothetical and conclusionary evidence with respect to the actual duty of the men in question and because of the importance of the question involving respecting recognition the testimony should be restricted to that phase of the case.

MR. PROWELL: Mr. Examiner, Mr. McHugh has apparently taken the position that this is the time to argue his case, but so far as we are concerned, it is directly in issue of this case by the pleadings of a full representation question concerning the unit, the composition of the unit, the inclusions and exclusions from the unit.

117 All of those issues are here and I submit to you in every representation proceeding that I ever participated in in 27 years of doing nothing else, the Board has always gone into the authority of supervisors and the United States Court of Appeal for the 5th Circuit has specifically stated that it is not a question of whether the authority has been exercised, it is a question of whether or not the authority exists, and the 5th Circuit specifically overruled the Board on that very point in Southern Airways Company in Mineral Wells, Texas and which I tried the case.

TRIAL EXAMINER: Mr. Reporter, could you find--read me Mr. Prowell's offer of proof, please?

(Question Read.)

TRIAL EXAMINER: No, read me the question preceeding that.

(Question Read.)

TRIAL EXAMINER: I will reject the offer of proof on the grounds that there has been no suggestion of any incompetance here on the part of anybody.

Do you want to ask another question somewhat along the same line. I might permit it.

Q. (BY MR. PROWELL:) What is the authority of the head pressman with respect to refusing to work an employee that he considers
118 unsatisfactory? A. Well, he could tell me that the man wasn't qualified to do the job and he could refuse to work him.

Q. What is the authority of the Head Pressman, with respect to sending a man home for misconduct? A. He could do that, also.

Q. Could he thereafter refuse to work him on his shift? A. Yes, sir, he could.

Q. Would you normally accept his decision not to work him on his shift in the future?

MR. ADAIR: I object. I think we are leading him a little bit too far here.

TRIAL EXAMINER: I will permit that question.

THE WITNESS: Would you repeat the question, please?

Q. (BY MR. PROWELL:) I said, would you normally accept his decision not to work that man in the future on his shift? A. Normally I would accept if the man said that--well, if the man was being effected by that and said that he was unjustly put out or something like that, well, then we would listen to him and see what he had to say. We might reconsider it.

Q. Would you make, even if you reconsidered, would you make
119 the Head Pressman take that same man back? A. No, sir, I would not.

Q. Now, there was some testimony here that sometime around the first of November that Mr. Clinton went to Florida, the first of November, 1964.

Do you recall whether Mr. Clinton went to Florida about that time? A. Yes, sir.

Q. Prior to that time did he give you some instruction? A. Yes, sir.

Q. What was that? A. It was about the inking carriages that we had gotten from the New York Mirror.

Q. Is that a newspaper? A. Yes.

Q. Had you gotten some inking carriages from them? A. Yes, sir, we had gotten 2.

Q. About when? A. About the spring of 1964.

Q. And what were you doing, with respect to those carriages, after they got here? A. They were rebuilding one of them in our spare time.

Q. What were you going to do with that one? A. We were going
120 to put it in the press and take the old one out and rebuild it and put it back in another place.

Q. How many inking carriages are in the press? A. 12.

Q. How many presses do you have in this plant? A. Just one.

Q. As of the time that Mr. Clinton went to Florida had you finished rebuilding that inking carriage? A. No, sir, we hadn't finished then.

Q. What instruction, if any, did Mr. Clinton give you before he went to Florida? A. He told me that it had to be finished by Thansgiving.

TRIAL EXAMINER: By Thanksgiving?

THE WITNESS: Yes, sir.

Q. (BY MR. PROWELL:) Did you finish it by Thanksgiving? A. Yes, sir, we were through with it by Thanksgiving.

Q. Now, after Mr. Clinton got back from Florida, did you have a discussion with Mr. Clinton concerning the men in the plant? A. Yes, sir.

Q. Tell us when it took place, if you remember? A. It was on a Friday afternoon, November 20th.

121 Q. All right, what was the discussion? A. Well, he came back and I was back at the reels and he came back there and told me that he had heard from someone down town that there was quite a bit of complaints in our plant, grumbling going on, and he wanted to find out what it was about.

Q. Was the Union mentioned in any way in this conversation that you had with him? A. No, sir.

Q. Did he give you some instruction? A. Well, he wanted me to talk to some of the men and find out just what it was about.

Q. That night, did you go into the plant? A. Yes, sir, I did.

Q. Were you in working clothes or your street clothes? A. Street clothes.

Q. What did you do when you got to the plant? A. Well, I started talking to some of the men. I think I talked to about 7 men that night.

Q. Do you remember who you talked to first? A. I believe it was Grover Blankenship.

Q. Did you have the same discussion with all of them or did it vary some? A. It was the same with most of them. In one it varied a little. 122

Q. All right, sir, tell me what you had to say to them and let's start off with those that--where it was the same.

Tell me what that was? A. Well, I told them that Mr. Clinton had heard that there was some complaining going on in the plant and I wanted to find out what it was about.

They said it was mostly Sunday work, and the work schedule or the work list. They didn't like some of the days off on some of them, and so I suggested or I asked them if they would like to pick one man from each shift to represent them and we could go in and talk to Mr. Clinton once a month if Mr. Clinton would do that, and some of them thought it was a pretty good idea but they said it was too late for that now, that they had joined the Union or signed Union cards.

Q. Was the Union mentioned at all in your discussion with Mr. Blankenship? A. No, sir.

Q. Who did you talk to after Mr. Blankenship, do you remember? A. Harmon Allen, I believe.

Q. Was the Union mentioned in the discussion that you had with
123 Mr. Allen? A. No, sir.

Q. And then who did you talk to next, do you remember? A. Gene Graham.

Q. Was the Union mentioned in that discussion? A. Yes, sir, he told me about it then.

Q. And was that the first knowledge that you had that the Union was involved in any way? A. Yes, sir.

Q. Did you say to Mr. Graham, in the discussion, that if his complaints were corrected and you set up a grievance committee that this would stop the Union? Did you make that statement, ask him that? A. No, sir, I did not.

MR. MC HUGH: Mr. Examiner, I object to this type of questioning. It only calls for a blanket denial. Why can't he ask him what he said?

MR. PROWELL: Mr. Examiner, the Board requires that we have a specific denial. I have asked the Witness what the discussions were and the Board's decisions require a specific denial of particular paragraphs, particular allegations.

MR. MC HUGH: That came in the answer. I submit the best way to test creditability is to let the Witness recall what he recalls of the cross examination.

124 MR. PROWELL: You can ask him what you wish on cross examination.

TRIAL EXAMINER: I will permit it at this time. Overruled.

Q. (BY MR. PROWELL:) Did you talk to Mr. Roughton? A. Yes, sir.

Q. In your conversation with him did you start the conversation off, "Well, what is this I hear about the Union?" A. No, sir, I started it off about like I did with the rest of them.

Q. Was there any mention whatsoever of the Union in your conversation with Mr. Roughton? A. Yes, sir.

Q. What was said? A. Well, when I mentioned that they might get together and pick one man from each shift, he told me it was too late for that, that they had already signed Union cards.

Q. All right, sir. Did you talk to Mr. Bryant? A. Yes, sir.

Q. In the course of the conversation with Mr. Bryant did you start that conversation off with, "What is this I hear about the Union?"

125 A. No, sir, I didn't.

MR. MC HUGH: Mr. Examiner, could the Witness move around a little bit so I can hear and see him better, sir? Thank you.

Q. (BY MR. PROWELL:) In your discussion that you had with Mr. Bryant was there any mention made of the Rudsill plant? A. Well, I believe so. I mentioned that I had worked at Rudsill in Anniston.

Q. Do you recall anything else that was said with respect to it? A. Well, I told him they had a Union up there.

Q. Anything else that you recall? A. No.

Q. Do you recall whether or not or did you say to him, "It goes to show that a plant can close down because of the Union." Did you make that statement? A. No, sir, I didn't make that statement.

Q. Did he make the statement to you, "It is illegal what you are asking me to do?" A. No.

Q. Did you ask him to do anything? A. No, all I, I suggested that people pick one man from the crew. And if Mr. Clinton would he would go talk to him.

126 Q. You say if Mr. Clinton would you would go talk to him? A. Yes.

Q. Had you discussed, before you talked to these men, had you discussed with Mr. Clinton the possibility of a committee being set up? A. No, sir.

Q. Which Bryant was this that you talked to? A. Buster.

Q. Did you talk to Mr. John Nickolson? A. Yes, sir.

Q. Was the discussion with him any different from the other discussions? A. There was no difference from the first one, no.

Q. Did you tell him that if they would put this thing off that you felt sure that you could get him double time for Sunday work and you were sure you could get him time and a half? A. No, sir, I didn't.

Q. Did you tell Thomas Smith on--did you have a discussion with Thomas Smith on November 23rd in the Mail Room? Do you recall? A. I don't remember any conversation with Thomas Smith.

Q. Let me ask you specifically, did you tell Thomas Smith, in
127 the Mail Room, that "you boys are making a mistake, the Company will never stand for a Union?" A. No, sir, I hadn't even talked to Thomas Smith.

Q. Did you have a discussion with Jerry Dees? A. Yes, sir.

Q. About November 20th or 21st? A. Yes, sir.

Q. Was the discussion with him any different from the others? A. No, sir.

Q. Did you tell him or did you ask him if he didn't think that if they held off on this Union business, that you felt sure you could cut out the Sunday work or get him double time for Sunday work? A. No, sir, I didn't say that.

MR. MC HUGH: I didn't hear the entire answer?

THE WITNESS: I did not say that.

Q. (BY MR. PROWELL:) Did you promise any of these people that you would cut out the Sunday work or get them double time or time and a half for Sunday work if they would give up the Union? A. No, sir.

Q. Did you have the authority to do that? A. No, sir, I did not.

Q. Whose authority and responsibility was that? A. I think that
128 would probably have to go higher than Mr. Clinton, even.

Q. At least, it wasn't yours? A. That is right.

Q. Now, after you talked to these people that night did you make a report to Mr. Clinton? A. Yes, sir.

Q. And this was on what night, did you say, Friday night you talked to them? A. Yes, sir, Friday night or the 20th.

Q. And sometime between then and the following Monday or Tuesday did you make a report to Mr. Clinton? A. Saturday morning.

Q. Saturday morning? A. Yes, sir.

Q. And what did you tell Mr. Clinton? A. I told him that some of them told me that they had signed Union cards.

Q. Did you tell him anything else? A. I told him about the conversation that I had with them.

Q. Did you relate to him complaints that the people had made to you? A. Yes, sir.

Q. Now, on Tuesday, Monday or Tuesday, the 23rd or 24th of

129 November, did Mr. Clinton give you some specific instructions with respect to how you should conduct yourself in regard to Union activities?

MR. ADAIR: I object. It is not material or relevant what instructions he was given as to how to conduct himself.

MR. PROWELL: I submit that it is, Mr. Examiner, if you will listen.

MR. ADAIR: It is not.

TRIAL EXAMINER: I will permit it, overruled. You may answer.

Q. (BY MR. PROWELL:) Did you get some instruction? A. Yes, sir.

Q. What instruction did he give you? A. Not to talk to any of the men about Union activities.

Q. Did you live up to that instruction to the best of your ability? A. Yes, sir.

MR. MC HUGH: What was the answer of the Witness?

THE WITNESS: Yes, sir.

Q. (BY MR. PROWELL:) Did some occasion arise after that time in which there was some conversation between you and an employee concerning the Union? A. Yes, sir, there was a few occasions.

130 Q. Did you initiate the discussions yourself? A. Some of them I did.

Q. On the night that you talked to these men, November 20th or 21st, was Mr. Clinton in the plant that night? A. He wasn't in the plant while I was there.

Q. All right, sir. Does Mr. Wilbur Holmes work under your supervision? A. Yes, sir.

Q. Does he have any supervisory authority whatsoever?

MR. ADAIR: I object.

Q. (BY MR. PROWELL:) Let me ask it this way. Have you ever given Mr. Wilbur Holmes any authority to supervise employees or to direct them in their work, that is, responsibly direct them?

MR. ADAIR: I object.

MR. MC HUGH: Put it in the language of the act, Mr. Examiner.

TRIAL EXAMINER: Well, I will permit it, overruled. You may answer.

THE WITNESS: Would you repeat it now?

Q. (BY MR. PROWELL:) I say, have you ever given Mr. Holmes any authority to act as a supervisor in the plant?

MR. ADAIR: I object. There has been no showing that this man
131 knows what supervisor means as such.

MR. PROWELL: We are not talking about the legal definition, Mr. Examiner, we are talking about the commonly accepted term.

TRIAL EXAMINER: Well, suppose you ask him what authority, if any, Mr. Holmes had.

Q. (BY MR. PROWELL:) I was trying to shorten the thing up a little bit.

What authority, if any, does Mr. Holmes have over other people? A. He doesn't have any authority.

Q. All right, sir. What department is he in? A. Electrical Department.

Q. Does he do general maintenance work or confine himself only to electrical work? A. He does general maintenance, too, on different jobs around the plant.

Q. Now, we were talking awhile ago about the inking carriage. I believe you said the inking carriage was ready for installation when Mr. Clinton got back from Florida? A. That is right.

Q. Do you remember when you installed the first inking carriage? A. I believe we started on the 4th of December.

132 Q. Was it necessary to shut the press down before you could take that one out? A. Yes, sir.

Q. And when you got the press down or before you took the press down did you know how long it was going to take to take the one out and put the other one back in? A. Not exactly, no, sir.

Q. This inking carriage that you bought, had it come out of an identical press to the one that you had or did it come out of some other type? A. The press was not identical, no, sir.

Q. Were you sure as to whether or not that inking carriage would work after you got it in there? A. No, we were not.

MR. MC HUGH: I object to the leading nature of the question. This is a critical part of the examination, Mr. Examiner, and it should not be leading.

MR. PROWELL: I will try to refrain, Mr. Examiner.

Q. (BY MR. PROWELL:) All right, --

TRIAL EXAMINER: The last question may remain.

Q. (BY MR. PROWELL:) Now, I believe you testified that you did not know for sure how long it was going to take, is that your testimony? A. That is right.

133 Q. In view of that situation, who made the determination as to how you would schedule the operating hours of the press? A. Mr. Clinton.

Q. Prior to that time who, for a period of months, who had made up the schedule? A. Myself.

Q. For this particular week who made up the schedule? A. Mr. Clinton did.

Q. In making up the schedule, do you remember how many hours you allowed for the press to be out of operation? Or from when until when? A. I believe it was Friday morning, from Friday morning until Monday morning.

Q. Friday morning until Monday morning? A. I believe that is right.

Q. Did that result in anyone receiving less than a full weeks work? A. Yes, sir.

Q. Among what group, principally? A. The men in the Press Room. It would be the men with the least seniority.

Q. Did it also effect some people in other departments? A. Yes, sir, it did.

134 Q. Now, did the new inking, I mean the inking carriage that you had rebuilt, did you get it in? A. Yes, sir, we did.

Q. Did it work? A. Yes, sir.

Q. What did you start to do then with the one that you took out? A. We started rebuilding it.

Q. Did you eventually put it back in the machine? A. We put it back in the following weekend.

Q. The following weekend? A. Yes, sir.

Q. Was it necessary to reduce the operating schedule during that week or not? A. Yes, sir, it was.

Q. Did some people lose time as, or get less than full time as a result of that weekend operation? A. Yes, sir.

Q. Did you take out another inking carriage? Maybe that is confusing.

When you put in this one that you had reworked, did you have one out then? A. Yes, sir, we took one out and put this one that we had reworked in.

Q. Were you able to get this second one reworked by the following
135 weekend or not. A. No, sir, we weren't.

Q. In the meantime, when did the strike occur? A. On Wednesday morning, the 16th of December.

Q. Let me see if we get the dates right.

You put in, then, the first one, the week of December 4th, was that your testimony? A. That is right.

Q. And then the one you took out you put back in the week of December 11th? A. That is right.

Q. The weekend of the 11th? A. That is right.

Q. And then the strike occurred on the 16th, right? A. Yes, sir.

Q. Now, have you subsequently put in a third one? A. Yes, sir, we have.

Q. Have you ever gotten around far enough along so you could put the 4th one, make the 4th switch? A. No, we haven't.

Q. Who makes out the time reports on the press of the men working? Who keeps a record of the hours worked? A. The Head Pressman.

Q. Does the Head Pressman have authority to authorize overtime
136 when it is necessary and if a man doesn't show up at night?
A. Yes, sir.

Q. Who makes that notation on the record that the man is entitled to and gets overtime? A. The Head Pressman.

MR. PROWELL: That is all we have, sir.

* * * * *

CROSS EXAMINATION

Q. (BY MR. MC HUGH:) Mr. Horton, you testified that the Head Pressmen had the authority to suspend an employee if they thought he was not performing his job correctly? A. That is right.

Q. Have you ever specifically told any Head Pressman that he had such authority? A. No, I don't think so.

Q. You testified that if an employee came into work in such a manner that a Head Pressman had the authority to send him home or words to that effect, did you not, sir? A. Yes.

Q. Did you ever specifically tell any Head Pressman that he had
137 such authority? A. I don't think I have, no, sir.

Q. You don't recall whether you have or not? A. I don't remember telling them that.

Q. Your testimony is that you don't remember whether you did or not or you did not? A. I have not told one to send anybody home, no.

Q. You testified that if an employee worked overtime, if a Head Pressman saw that an employee had to work overtime, that he could authorize him to work overtime? A. Yes, sir.

Q. Have you ever specifically told a Head Pressman that he could authorize an employee to work overtime? A. Yes, sir.

Q. Who was that? A. I think I probably told each one of them if they had--you see, part of the time--

Q. Let me stop you there. You said you thought.

I don't want to know what you thought. I want to know if you can recall whether you did or not? A. I have told them, yes, sir.

Q. Now try to recall when you did tell them such information? A. I don't know just when, but if we had a 6 man crew and 2 hours--

138 Q. I don't want an explanation, I want to know when you remember if you did tell such an employee, such as a Head Pressman, that he had the authority to grant an employee overtime? A. I can't remember the exact time, no, sir.

Q. But you are sure that you did? A. Yes, sir.

Q. What did you tell the Head Pressmen about such a situation? A. Can I explain?

Q. Can you answer the question first, sir? A. I think it would have to be explained.

Q. Well, I want to know what you said and then you can explain it. A. I told him if he was going to need a man for, say, an hour or two he could go ahead and keep that man.

Q. And who did you tell this to? A. I told each one of the Pressmen there.

Q. You don't remember when? A. The man in charge--

Q. Do you remember when you told them that? A. No, I don't.

Q. Do they have the right to give them this overtime on the day shift, as well as the evening shift? A. Yes, sir, they do.

139 Q. Did you tell them that at that time? A. Yes, sir.

Q. Have you--do you know of any situation, any instance in which any Head Pressman has ever disciplined an employee? A. No.

Q. Have you ever specifically told a Head Pressman that he had the authority to discipline an employee? A. Yes, sir.

Q. And who was that? A. George Hickey.

Q. And when was that? A. I would say 8 or 9 months ago.

Q. What did you tell him? A. Well, it was on the evening shift, and our colored employee he would not move the papers out of the Press Room into the Shipping Department.

He told me about it. I said get on to him about it, make him get them out of there.

Q. What did he say? A. He said he would.

Q. Didn't he tell you that this was your responsibility and not his? A. No, he did not.

140 Q. What other Head Pressman have you ever told that he had such authority to discipline employees? A. They all know it.

Q. I didn't ask you that, sir. A. I don't think I have told any of the rest of them.

Q. All right, sir. Mr. Horton, you testified that Mr. Clinton came to you on the evening or the afternoon of Friday, November 20th, and told you that he had been downtown and that he had heard some complaint that the men were dissatisfied? A. That is right.

Q. That is right? A. That is right.

Q. What else did Mr. Clinton tell you at that time? A. He told me, he wanted me to talk to some of the men and see what the complaints were.

Q. Where did he say he found this information out? A. All I knew he was downtown.

Q. Did he say that? A. That was what he said.

Q. Did he tell you that the Union was involved at that time? A. No, he did not.

Q. Are you positive about that? A. Positive.

141 Q. Does the Company have another plant downtown? A. No, sir.

Q. This is the only plant they have in Sylacauga, isn't it? A. That is right.

Q. Now, what time did you go to the plant that night? A. I would say it was around 10:30.

Q. How long did you stay there? A. I think it was about 1 o'clock when I left or 1:30, something like that.

Q. Have you ever gone to the plant before that time to discuss an employee's complaint about his work? A. No, but I have been in the plant many times at that time.

Q. For that purpose? A. No.

Q. Now, you say that you talked with all 7 of these people? A. Yes, sir.

Q. Who was the first? A. I believe Grover Blankenship was the first.

Q. And you also say that you told all 7 of them the same thing?

142 A. Yes, sir.

Q. Except one? A. Yes, sir.

Q. Who was that one? A. That was, I believe, Buster Bryant.

Q. You also said that you told the same ones, 6 of them, anyway, that why didn't they get together one man from each committee and meet with Mr. Clinton once each month or words to that effect, is that correct, sir?

MR. PROWELL: I object. That is not a proper quotation of the testimony of the Witness.

Q. (BY MR. MC HUGH:) Well, what did you tell him, Mr. Horton, with regard to the gripe committee? A. I asked them if they would like to get one man from each shift to go in and talk to Mr. Clinton if he would accept that.

Q. And who was the first one to mention the Union to you? A. I believe it was Gene Graham.

Q. And which one was he in point of order? A. It was Blankenship and Allen and Graham, I believe.

Q. And from that time on you knew that the men were discussing the Union? A. I knew that some of them were, yes, sir.

143 Q. Well, didn't the rest of them that you talked to after that time, also, discuss it? A. Yes, sir.

Q. And you still continued to talk with them, did you not? A. Until I found out evidently there was quite a few of them and then I just let them out.

Q. And in fact they told you that night that it had gone too far, did they not? A. Yes.

Q. That all of the men had joined up? A. They didn't say all of them had joined up, no.

Q. What did he say about this? A. He just said, "It has gone too far for that."

Q. Now, I would like to know exactly what you told Grover Blankenship? A. I don't think I talked to Grover but just a few minutes. I told him that Mr. Clinton had heard there was quite a bit of complaining in the plant and he wanted me to find out what it was about.

Q. Now, did Mr. Clinton go to Florida that week? A. Yes, sir.

Q. And didn't he just come back the previous night? A. Yes, sir.

Q. Well, Mr. Clinton is in Florida and he comes back and the very 144 night he is back he hears about complaints and he tells you about them, is that right? A. This was the next day.

Q. The next day? A. After he got back, yes, sir.

Q. And you had not heard any complaints before that time? A. Well, some of the boys occasionally would complain about the Sunday work.

Q. All right, let's take Sunday work.

Was that discussed in this conversation with each of these people? A. Yes, sir.

Q. By whom? A. By both of us.

Q. What did you say about Sunday work? A. Well, everybody had agreed on it.

Q. What did you say about it? A. I told him they could get this group of men together and we could go talk to Mr. Clinton about it.

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148 Q. Well, what did you say to Mr. Roughton? A. Well, I started the conversation about the same way.

Q. Not what you started it like, but what did you say to him, sir? A. Well, I told him that Mr. Clinton had heard that there had been complaints and he wanted to know what they were.

149 He told me it was Sunday work and scheduling of men, and I told him--I asked him if they could pick one man from each crew and we would go in and talk to Mr. Clinton if he would talk.

Q. Did you mention the Union with Oscar? A. He told me it had already gone too far, that they had joined the Union.

Q. I didn't hear your answer? A. He told me that he had already gone too far and signed Union cards.

Q. Did you say anything to him about it? A. Well, I told him that I had belonged to the Union.

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150 Q. Well, did you or did you not mention overtime work or work--were those subjects discussed by either of you? A. Yes, sir, I told him we could go see if Mr. Clinton would agree to that.

151 Q. To cut out Sunday work? A. Yes, sir.

Q. Or at least pay employees time and a half for Sunday work? A. That--

Q. Or double time? What did Oscar say to that? A. He said it had gone too far for that, that they had signed Union cards.

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152 Q. Now, Mr. Horton, I want to ask you again if you didn't go into that plant that night knowing that the Union was about to be presented to the Company? A. No, I did not.

153 Q. You are positive of that? A. Positive.

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155 Q. Did you talk with John Nickolson, also, Mr. Horton? A. Yes, sir.

Q. And was this before or after Gene Graham? A. I believe he is the last one I talked to.

Q. All right, sir, and what was that conversation about? Tell me what you told him? A. Well, I told him about, that I had heard about complaints and he said, "Yes," and I suggested that they take one man from each shift to go talk with Mr. Clinton about the complaints and he said it had gone too far for that, that--I think he said just about all of them had signed Union cards.

Q. He said just about all of them had signed Union cards? A. That is what he said.

Q. And did you tell him that he couldn't be in the Union at that time? A. No, I didn't.

Q. Did you tell him he was a supervisor at that time? A. No, I did not.

Q. In fact, you knew he was in the Union right then and there, didn't you? A. I knew he had signed the card. Actually, I didn't know any of
156 them were in the Union.

Q. They told you, didn't they? A. They said they had signed cards, authorization cards.

Q. I see. Did you specifically ask any employee if he had joined the Union? A. No, I did not.

Q. Even after you were, by your own words, shocked to find it out, you didn't ask if anybody else had joined? A. No.

Q. Now, you left the plant at about 2:30 that night, didn't you, sir? A. I think I left between 1 and 1:30.

Q. Where did you go from there? A. I went home.

Q. Did you call Mr. Clinton? A. No, I did not.

Q. At that time? A. No.

Q. When did you tell Mr. Clinton about this? A. The next morning.

Q. What did you tell him? A. I told him that some of the men had signed cards and I told him the biggest complaints were Sunday work
157 and about the work schedule.

Q. What did he say? A. Well, he was shocked, too.

Q. He was shocked? A. Yes, sir, he was.

Q. What did he say? A. He said he would have to call his superiors and talk to them.

Q. Did you tell him who was in the Union? A. I told him I thought most of them were.

Q. You told him you thought most of them were? A. Yes.

Q. Did you tell him specifically the names of the ones that you had talked to that night? A. I told him who I talked to, yes, sir.

Q. Everybody that you had talked to that night, you had told him? A. Yes, sir.

Q. Including John Nickolson? A. Yes, sir.

Q. Now, isn't it a fact, Mr. Horton, that the Company had 2 spare carriages in the Maintenance Shop since the first of April of 1964? A. That would be about the right date, yes, sir.

158 Q. And that occasional maintenance was performed on these to get them ready to install in the carriages if and when it ever got done? A. Well, we had intentions of changing all of them out.

Q. Intentions? A. And we still have those intentions.

Q. And you had to overhaul these carriages to enable, to make certain adjustments on them to put them into the press, is that right? A. Yes.

Q. You had to put an automatic greasing system on them? A. Yes.

Q. And a few other things? A. Yes.

Q. Now, who worked on that work? A. Part of the time, Don Lavender worked on them, and later on my brother worked on them, Frank Horton.

Q. Frank Horton is your brother? A. That is right.

Q. And he worked on them? A. Yes, sir.

Q. And-- A. And I also worked on them.

159 Q. You also worked on them? A. Some.

Q. How about Shaphan Grant? Did he work on them? A. He might have right at the last. I don't recall.

Q. Right at the last before he was transferred to the Press Department as the Head Pressman? A. As a Head Pressman?

Q. Yes, sir? A. He had been a Head Pressman on occasion when we would need him.

Q. Didn't he pull a shift as the Head Pressman right before they went out on strike? A. I don't remember.

Q. You don't remember? A. No.

Q. Or you don't know? A. I don't remember.

Q. You made out the schedule, didn't you? A. It depends on what week you are talking about.

Q. Oh, this could be when Mr. Clinton started making them out. A. It is possible.

Q. Now, tell us about the progress of the maintenance that was performed on these 2 carriages, or were both of them worked on at the same time? A. We still have not worked on one of them.

160 Q. You still have one of them back there that you have not touched? A. That is right.

Q. You were just going to overhaul one and replace them one at a time? A. That is right.

Q. All right, sir, now, tell me about the progress of the overhaul work on this one carriage? A. Well, we worked on it in our spare time for a long time.

Q. Up until when, did you work on it in your spare time? A. Until about the last of October or the first of November.

Q. And then you started working on it more? A. That is right.

Q. Consistently? A. Yes, sir.

Q. You started putting more men on it? A. Yes, sir. Well, not more men, we just stayed on it longer.

Q. You put more hours on it? A. That is right.

Q. Now, when did you complete this carriage in order that it be ready for exchange? A. Just before Easter. 161

Q. Just before when? A. Easter.

Q. Easter? A. Yes, sir.

Q. Easter? A. No, Thanksgiving.

Q. Thanksgiving? A. Yes, sir.

Q. We just had Easter? A. Yes, sir.

Q. Can you be specific and state exactly, the exact date? A. No, I can't.

Q. Was this carriage finished and ready for installation before Mr. Clinton went to Florida? A. No, it was not.

Q. Was it finished while he was in Florida? A. While he was in Florida, yes, sir.

Q. When is the first time you knew about the cut back in the work schedule? A. When we were going to put the carriage in. When I found out about what weekend we would put the carriage in, then Mr. Clinton started--

162 Q. What weekend was that? The same weekend that Mr. Clinton returned from Florida or thereafter? A. It was after.

Q. The week after? A. I would say I knew by the first of December or a little before.

Q. You didn't know until he told you he was going to make out the schedule? A. That is right.

Q. You had no idea that the Company, as Plant Superintendent, you were not told that the Company was going to reduce the work schedule to perform the maintenance? A. We knew we would have to put the carriage in, yes, sir.

Q. But you didn't know when? A. Well, we were going to do it whenever we could.

Q. Whenever you could? A. That is right.

Q. I see. When you got the carriages in April, was there a specific target date in which to complete them? Do you understand my question? A. No, we didn't have any target date.

Q. You just had them sitting around there and whenever you got through with them you would throw them in the press? A. No, it is not
163 that simple. We had to wait until some of the other plants could take some of our work before we could do it.

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164 Q. Was there a lot of maintenance to do about this time?

MR. PROWELL: I object. It has already been asked and answered.

TRIAL EXAMINER: Sustained.

THE WITNESS: Not a whole lot.

Q. (BY MR. MC HUGH:) Not a whole lot of maintenance? A. No.

Q. But yet the Company cut back the work schedule, did they not? A. Right.

Q. Because of maintenance problems? A. Because--

Q. Something they had never done before? A. Because we had to exchange the carriage, yes, sir.

Q. I am considering that as maintenance? A. Yes.

Q. Would you say that was a lot or a whole lot of maintenance? A. For a couple or 3 days it was quite a bit of maintenance.

Q. Did you ever call Dan Lavender back to work? A. No, sir.

165 Q. Did you ever call anybody in there to do the mechnical maintenance besides your brother, Frank Horton? A. We had George Hickey helping us change the carriage and Wilbur Holmes.

Q. Now, George helped you pull the old carriage out, didn't he? A. That is right.

Q. And that took about a shift and a half, didn't it? A. No, it took about--almost one shift.

Q. Just one shift? A. Yes, sir.

Q. Well, you were shut down for 72 hours that first weekend, were you not? A. I don't remember exactly.

Q. You said Monday morning, Friday morning at 7 A.M. until Monday morning until 7 A.M. A. That--

Q. That is 3 working days, 24 times 3, 72? How long did it take to put it back in? A. We worked all day Saturday on it.

Q. Who is "we?" A. Myself, Frank Horton, and Wilbur Holmes.

166 Q. Just the 3 supervisors, huh? A. We put it in and then we worked until late Sunday and then we started up Monday morning.

Q. You put it in Saturday? A. We got it in Saturday.

Q. Yes, sir? A. But there was a lot of adjusting to do after you get it in.

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Q. You mentioned that you had helped out in exchanging a carriage before that time? A. That is right.

Q. Was that at the plant here in Sylacauga? A. Yes.

167 Q. How long did it take then? A. I don't remember. It was a day and a half or 2 days. I don't know.

Q. Well, didn't some of the Pressmen help you at that time? A. Well, I was a Pressman myself.

Q. And how much time was the schedule reduced? Were employees laid off at that time? A. I don't remember. I think you have one that testified that he lost some time because of a breakdown.

Q. I am not asking about November or December. I am asking about whether any employees lost time when the other carriage was exchanged that you testified about?

MR. PROWELL: That is what he was testifying to when you stopped him.

THE WITNESS: I don't remember.

Q. (BY MR. MC HUGH:) You don't remember whether anybody lost time? A. No.

Q. Is it not a fact that the Company has never cut back production and laid off employees before this time? A. We have never had any reason to do so.

168 Q. But you had a reason this time? A. Yes, sir, we had to put the carriage in.

Q. You had exchanged a carriage before, hadn't you? A. Yes, sir, but--

Q. At that time the Union--

MR. PROWELL: Let him finish his answer before you interrupt him. I object to his interrupting. Let the Witness finish.

TRIAL EXAMINER: You may answer.

Q. (BY MR. MC HUGH:) Are you finished? A. I don't know, ask me again.

TRIAL EXAMINER: You were saying something about when you installed it before and the question was whether, when the carriage was installed before, I think it was a year ago, whether any time was lost by the men?

THE WITNESS: I don't remember. I was a Head Pressman at that time and I don't remember whether anybody lost any time or not.

Q. (BY MR. MC HUGH:) I see. Did the Company post any official notice or give the employees any official notice as to the reason that they were being suddenly cut back? A. No. It was common knowledge that everyone knew the carriage was going in.

169 Q. Everyone knew that, but did they know when it was going in? A. Well, even I didn't know that until about a few days before we were ready to put it in.

Q. You didn't know that the Union was going to request recognition at that time, either, did you? A. No.

Q. Isn't that the reason that the cut-back was announced at that time, Mr. Horton? A. I would not think so, no, sir.

Q. You can't possibly--you are not sure, though? A. It was in Mr. Clinton's hands then and I didn't have anything to do with it.

Q. Could that have been a reason?

MR. PROWELL: I object.

THE WITNESS: I don't believe so, no, sir.

TRIAL EXAMINER: Overruled.

Q. (BY MR. MC HUGH:) Is Bobby Norred related to you? A. Yes.

Q. Is he your brother-in-law? A. Yes, sir.

* * * * *

170 Q. How long did the second carriage exchange take to perform? A. It took a little less time.

Q. A little less time? A. Yes, sir.

Q. And does the Company plan to change all 12 carriages?

171 A. Yes, sir.

Q. And if the employees had not gone on strike would they have been on short time the entire time that the cut-back--

MR. PROWELL: I object to that. That is a hypothetical question.

Q. (BY MR. MC HUGH:) Would the exchanging of carriages involve a short time during the entire time that it took to exchange them?

MR. PROWELL: Wait a minute. I can't even understand that, Mr. McHugh. I object to that.

MR. MC HUGH: I am not asking whether Mr. Prowell--

MR. PROWELL: I object.

TRIAL EXAMINER: Ask it again.

Q. (BY MR. MC HUGH:) Mr. Horton, it is necessary, when maintenance is being done of this type, that the press come down, is it not, sir? A. That is right.

Q. And as long as this maintenance is being done, at least for the period of time it is being done, the press has to be down? A. That is right.

Q. Now, if the Company was planning one carriage exchange a week would it have taken 12 weeks to perform the carriage exchanges?

172 A. I don't think we could have exchanged--well, I know we couldn't. We couldn't have changed all of them.

Q. Why not? A. After we changed the second one we didn't have enough spare parts to go ahead and rebuild the next one so it takes quite a while to get the spare parts for it and so there would have been a delay in that.

Q. Well, didn't the Company know for 6 months that this was going to happen? A. Yes, sir, they knew we were going to change them.

Q. Didn't they know that parts would be a problem? A. You don't know which parts until you take it apart and you see they are worn out.

Q. Would, did the Company only have one machinist working on the pulled out carriage, your brother, Frank? A. I believe, I am not sure, but I believe Dan Lavender helped on that, too.

* * * * *

173 Q. Mr. Horton, didn't you tell Dan Lavender on Monday of the second week that he was to work until Wednesday and after that he would be off until you called him? A. Yes, sir.

Q. Now, did anybody assist your brother, Frank Horton, in performing mechanical maintenance on the carriage which had been taken out of the press and the other one put in? A. Dan helped the days that he worked before he quit.

Q. After Dan quit, did anybody help your brother perform the mechanical maintenance? A. I don't remember if Shaphan Grant helped any or not.

* * * * *

Q. Was Mr. Clinton in the plant the night of Friday, November 20,

174 when you went to see the men about their gripes? A. No, he was not.

Q. Was he in the plant that day? A. That day, yes, sir.

Q. And that is where you talked with him? A. Yes, sir, in the Press Room.

Q. I didn't hear? A. In the Press Room.

Q. In the Press Room? A. Yes, sir.

Q. Mr. Horton, when the Company decided to lay off the men, did they go about it in--how did they go about selecting who was to be laid off? A. So far as I know, they went strictly by seniority.

Q. How long has O.B. Clifton been with the Company? A. I don't remember just how long. He is one of the last men that was hired.

Q. What about Ronnie Pulham? A. He has been with the Company about 2 years.

Q. How old is Ronnie?

MR. PROWELL: I object. What difference does it make what his age is.

Q. (BY MR. MC HUGH:) Isn't Ronnie Pulham a high school student?

175 A. No, sir.

TRIAL EXAMINER: Overruled.

Q. (BY MR. MC HUGH:) Wasn't he a high school student until June of 1964? A. I think so, yes, sir.

Q. And didn't he work part time in the Shipping Department? A. Yes, sir.

Q. And wasn't he allowed to work 5 days a week after O.B. Clifton was reduced to 2 when the cut-back was announced or do you know? A. I don't remember.

* * * * *

177 Q. Do you know the Company policy, with respect to seniority and layoffs? You are the Plant Superintendent, are you not? A. Yes, sir, I do.

Q. What is the Company policy? A. It would go by seniority and it would be zoned off to the Press Room and Shipping Department and Stereotype.

Q. It is a departmental seniority? A. That is right.

* * * * *

179 JOHN CLINTON

was called as a witness by and on behalf of the National Labor Relations Board and the Respondent, having been first duly sworn, was examined and testified as follows:

DIRECT EXAMINATION

Q. (BY MR. PROWELL:) Mr. Clinton, I believe you have been previously qualified as the manager, identified as the manager. A. Yes, sir.

Q. For the purposes of the record, Mr. Clinton, give us a brief description of the inside of the plant and particularly describe in some detail the press.

What is the press? What constitutes it? A. Do you want me to start with the press?

Q. You can start with the over all operation first and then come down to the press. A. We get from various newspaper syndicates newspaper mattresses of features or comics which they own and which

180 have been purchased by our newspaper clients.

These mattresses come to us indirectly from one of our Buffalo plants.

That is where our operation starts. It is the receipt of these plants and we take these plants and we cast stereotype plates and we cast four stereotype plates for each feature, one for black and one for red and one for blue and one for yellow.

It takes those four plates in order to make up one feature and sometimes on a page there are one, two or three features. In other words, Blondie, Dick Tracy and Steve Canyon all appear on one page.

Now, after we cast the plates we have to cut the plates down to size.

Now, this work is done by stereotypers. After we cut them down to size we cut them into what we call "cut them in to register." We split them and ring them. We cut them to proportionally the size as close as we can so when they get to the press they can operate with a minimum amount of registering so we can proceed with the printing.

Now, after they have been split and rung, we send them to routers.

Now, this continues at the stereotype department. Now, the routers take away a lot of dead metal that has been left in the plate up to this point. The dead metal is type high metal which would print if allowed
181 to remain in.

In other words, it is the same height as the type that is going to be required to print.

Now, that is the end of the stereotype operation as far as we are concerned.

Then the plates are turned over to the plate department and the plate department first nickels those. They nickel plate them so they will wear. The plates primarily are made up of lead and we put a very light coat of nickel on them so they will wear for the length of the run.

The plating department does some grouping and dovetailing and they do some cutting down so that the plate can take in rubber titles and sometimes coupons for ads and they drop in changes and then they proof the ads and they file the comics.

These are all in boxes, and they put them on shelves and they remain there until a job, and we consider a job a newspaper run is ready to be made up to go into the press room.

Before a job is made up to go into the press room the people in the plate department get plates out and they put them back in order according to the folios which they are going to run, and sometime before the press run they will take them out into the press room or the press room employees will come in and get them.

Then eventually these things get to go to the press room. Now, the
182 press is -- it is a semi-cylindrical web letter press. This particular one was built by R. Hoe, and Company.

It is what is known as a twelve couple decker type color press. It has two automatic reels on the back end of it and each reel carries three rows of newsprint. One row from each reel is active in the press at one time.

The rows start or the webs start into the press and the web is the newsprint. It starts in the press at the back end and it starts up the first deck and it prints yellow.

Now, the yellow ink is contained in another building, and it is pumped automatically into a fountain on the press and the ink is transferred by a series of rubber or steel rollers from the fountain to the plate which is placed on the cylinder, and next to the plate is the web and on the other side of the web is what we call the blanket cylinder so that the plate pressing against the web presses it into the blanket cylinder and the ink is transferred from the plate into the press.

Now, the web goes on up to the next deck which prints the red, and the next deck which prints the blue, and then the top deck which prints the black, and by the time it gets out of the black it has printed on one side of the web and the sheet is then taken down to the bottom of the press and starts up the next unit and the same procedure follows.

183 Now, we have three units on the press. The two units to which I just referred are what we call Unit 1 and Unit 2.

Now, Unit 3 is what we call a double ender unit.

We only use a web that is half the width of the unit so that the web goes up one side and then is turned over and brought down and then taken up the other side.

Then the webs are taken on out of the press and we have two folders. We have a series of angle bars, and depending upon the particular kind of a job we are trying to turn out, the webs are slit and run into these folders in various fashions over or under the angle bars until they get into the folder, and the folder takes the web in ribbon form and forms it in the middle and takes it down, turns it over, cuts it, and sends it into a delivery.

It sends it into a delivery which is conveyed away from the press a few feet in some cases and a little further in others to what we call a stacker.

The finished product goes into the stacker which counts the paper on the way in and every time the stacker pocket gets fifty papers the stacker pocket drops and dumps the fifty papers and the delivery boy picks it up and he jobs them on a neater pile and puts them in a palette.

To fill a palette ordinarily we put about twenty thousand eight page standard size sections on a palette. Now, a palette full of papers weighs about fifteen hundred or sixteen hundred or seventeen hundred
184 pounds.

When the palette is finished or is completed it is taken from the press area to the shipping department and the shipping department, on the larger newspapers that we have, we send out right out of the palettes. We strap the palettes. We cover the comics and strap the palettes and we ship out in bulk.

On some of the smaller papers that we have it is necessary for us to wrap bundles of comics in individual bundles of approximately four hundred eight page standard size sections per bundle and they would weigh about thirty-eight pounds each.

Then after they are packaged they are ready for shipment.

Our newsprint comes to us in roll form in railroad cars. We use generally three different sizes. It is all handled by power trucks, unloaded from the railroad car and either put into the press room on the floor or put into a paper storage room and then later taken from the paper storage room and put in the press room on the floor.

Q. Now, give us some description of the press, if you will.

There has been a lot of reference here to the press. What is the press? A. Well, the press is the machine that actually does the work turning out the comic.

185 Q. Well, give us some idea of the relative size of it. Approximately how long is it? A. Our press out there is about sixteen or eighteen feet high. It is about eighty-five feet long from the back end to the front and it weighs about two hundred and fifty tons of steel and the replacement cost of the press would probably be somewhere around a million and a quarter dollars to a million and a half dollars.

It runs at what we call a speed of thirty-two thousand per hour and that is semi-cylindrical.

In other words, the cylinder will turn around sixteen thousand times per hour, but because the plates can be put on in semi-cylindrical fashion and cut off that way they refer to these as semi-cylindrical.

Q. Now, let me ask you this question?

Is the press perishable to the extent that it could be broken or it could get out of commission? A. Yes, sir.

Q. Is there only one way that that might happen or could any number of things happen or just one, or what? A. No, I would judge there are at least ten thousand moving parts in the press. They wear. Anything can wear. Anything can break.

TRIAL EXAMINER: How wide is the press?

186 THE WITNESS: The press is about eighty-six inches wide.

Q. (BY MR. PROWELL:) Would it be possible for an operator to make a mistake and cause the press to be broken? A. Yes, sir.

Q. Could it be broken in such a fashion that it would be out of commission for a considerable period of time or could you put it back in operation in a relatively short time?

MR. ADAIR: I object.

TRIAL EXAMINER: I will sustain the objection. It is too broad a question for this hearing, really.

MR. PROWELL: Well, it really was for foundation, Mr. Examiner.

Q. (BY MR. PROWELL:) Well, is the press vulnerable to being broken? A. Yes, sir.

Q. Does the company have a rule or policy with respect to supervision being present in the plant at all times while that press is operating? A. Yes, sir.

Q. What is that requirement? A. We always have to have a supervisor in the plant any hour of the day or night. We wouldn't be stupid enough to leave a million dollars worth of machinery there without somebody competent to handle it.

Q. I believe there has been a rather detailed description in the
187 record of--well, let me go back a minute.

Was this a new press when it was put in here, or not? A. No, sir.

Q. Do you know the approximate age of it? A. Yes, sir, as near as I can find out, this press was built in the early 1920's originally.

Q. How long has it been operating in Sylacauga? A. It has been operating in Sylacauga since about the first of March, 1963.

Q. On what kind of schedule has it been operating since that time? A. When we first began to operate it in Sylacauga we were very limited as to the number of trained people we had who could run the press, and we started out very slowly with a one shift operation and as we gradually hired and trained people we kept increasing our production hours until we finally got it up to the point where we are working up to one hundred sixty hours a week out of a possible one hundred sixty-eight, and we sometimes we had to work one hundred sixty-eight hours.

Q. Prior to starting in Sylacauga did you employ some people and send them to another plant in training and instruction to be supervisors? A. Yes, sir.

Q. Where did you send them? A. We sent them to our Lofkin,
188 Texas plant, and we sent one man up to our New York plant.

Q. Do you remember who was sent? A. Yes, sir, Gene Leslie was sent to our Dunkirk, New York, plant, and John Horton and Frank Horton and Guy Wheeles and George Hickey were sent to our Lofkin, Texas plant.

Q. Now, do you have some employees that are sometimes called shippers? A. Yes, sir.

Q. In the plant? A. Yes, sir.

Q. What shift do they work? A. The day shift.

Q. What are their duties normally? A. Normally their duties are to package the finished products, put them onto the trucks as the shipments are being made, and they do the receiving. They receive the newsprint and put the newsprint in storage or on the floor.

Q. What hours do they normally work? A. They normally work from eight o'clock until four o'clock.

Q. Is it necessary that sometime do that same work from four o'clock in the afternoon until seven o'clock the next morning? A. It is part of it.

Q. Who does it? A. The maintenance people.

189 Q. Is that the people that have been described here as the colored maintenance people? A. Yes, sir.

Q. In 1963 did you have some trouble with the press? A. Yes, sir.

Q. Tell us what happened? A. The tubes busted out of the gear and busted several other gears and we cracked the frame on an ink carriage.

Q. Were you down for a period of time as a result of that? A. Yes, sir.

Q. Do you know about how long? A. I don't know exactly. When the press broke down I was in Florida. When I came home and I came after I heard about it and we were running the press at a reduced speed.

Q. Have you had occasion prior to November of 1964 to change an inking carriage? A. Yes, sir.

Q. When was that? A. The summer of 1963.

Q. Tell us about it. A. We cracked the frame on this ink carriage. We put a temporary strap on it to try to run it and get as much out of it as we could until such time as we could get a replacement carriage in from one of our northern plants.

One of our northern plants had a spare carriage and we borrowed
190 their spare and we brought it down and put it into the press and then eventually sent our cracked one back up there to have rebuilt and they used that.

Q. How long did it take you to take the cracked one out and put the replacement in; do you know? A. I don't know.

Q. Now, in 1964, in early 1964 did the company secure two inking carriages? A. Yes, sir.

Q. Do you remember about when you got those? A. Pardon me?

Q. Do you remember about when you got those? A. Well, I think the dealings of them were in March of 1964 I knew that the New York Mirror had gone out of business and had heard that they were going to get rid of their equipment, and in talking to one of the mechanical people in our Wilkes-Barre plant, he told me that some of the parts of the press that the New York Mirror had been using would fit in with our press and I asked him about the ink carriages and he said he didn't know but he thought they might.

Q. Did you eventually get some of them? A. Yes, sir.

Q. How many? A. We bought two.

Q. What did you do with them after you got them? A. After we got them we set one of them up in the working area of the machine shop. We set one of them aside. We began to work on one and we was to
191 rebuild it so we could put it into our machine.

Q. Did it come off of a printing press identical to the one you had? A. No, sir.

Q. Would it fit into your machinery without any changes or adjustments? A. No, sir.

Q. Were changes or adjustments made on it? A. Well, we had to have some brackets to shorten up what we call the bottom form roller. We had to mill out the side frames so we could use what we call alico adaptors so we could run that carriage at the speed with which the rest of the carriages of the press were able to run.

Q. Let me ask you this, Mr. Clinton?

I don't think this means very much to the record. It doesn't to me. Is this a minor thing or a major thing. A. This is a major rebuilding job. It is not maintenance.

MR. PROWELL: I want to ask the Court Reporter to mark the following documents for the purpose of identification.

As Respondent's Exhibit 17-A, a copy of a letter from Joseph Clinton to Mr. J.W. Koessler, Jr., dated November 19, 1964.

(The document above referred to was marked Respondent's Exhibit No. 17-A for identification.)

192 MR. PROWELL: As Respondent's Exhibit 17-B, a letter from John W. Koessler, Jr., to Joseph Clinton, dated November 2, 1964.

(The document above referred to was marked Respondent's Exhibit No. 17-B for identification.)

MR. PROWELL: As Respondent's Exhibit 17-C, a letter from John W. Koessler, Jr., to Joseph Clinton, dated September 18, 1964.

(The document above referred to was marked Respondent's Exhibit No. 17-C for identification.)

MR. PROWELL: As Respondent's Exhibit 17-D, a letter from Joseph Clinton to J.W. Koessler, Jr., dated September 9, 1964.

(The document above referred to was marked Respondent's Exhibit No. 17-D for identification.)

MR. PROWELL: As Respondent's Exhibit 17-E, a letter from Joseph Clinton to J.W. Koessler, Jr., dated July 14, 1964.

(The document above referred to was marked Respondent's Exhibit No. 17-E for identification.)

193 MR. PROWELL: As Respondent's Exhibit 17-F, a letter from John Koessler, Jr., to Joseph Clinton, dated July 8, 1964.

(The document above referred to was marked Respondent's Exhibit No. 17-F for identification.)

MR. PROWELL: As 17-G, a letter from Joseph Clinton to J.W. Koessler, Jr., dated July 3rd, 1964.

(The document above referred to was marked Respondent's Exhibit No. 17-G for identification.)

MR. PROWELL: As 17-H, a letter from John Koessler, Jr., to Joseph Clinton, dated June 23rd, 1964.

(The document above referred to was marked Respondent's Exhibit No. 17-H for identification.)

MR. PROWELL: As 17-I, a letter from Joseph Clinton to J.W. Koessler, Jr., dated April 17, 1964.

(The document above referred to was marked Respondent's Exhibit No. 17-I for identification.)

MR. PROWELL: As Exhibit 17-J, a letter from John W. Koessler to Joseph Clinton dated March 24, 1964.

(The document above referred to was marked Respondent's Exhibit No. 17-J for identification.)

194 MR. PROWELL: As Respondent's Exhibit number 17-K, a letter from Joseph Clinton to J.W. Koessler, Jr., dated March 10, 1964.

(The document above referred to was marked Respondent's Exhibit No. 17-K for identification.)

MR. PROWELL: As 17-L, a letter from John Koessler, Jr., to Joseph Clinton, dated March 4, 1964.

(The document above referred to was marked Respondent's Exhibit No. 17-L for identification.)

MR. PROWELL: And as Respondent's Exhibit 17-M, a letter from Joseph Clinton to J.W. Koessler, Jr., dated February 27, 1964.

(The document above referred to was marked Respondent's Exhibit No. 17-M for identification.)

Q. (BY MR. PROWELL) I hand you Respondent's Exhibit 17-A through M and ask you if you have seen those before and if you can identify it, please, sir.

MR. MC HUGH: Do you have other copies of that?

MR. PROWELL: Yes, sir.

MR. MC HUGH: Thank you.

THE WITNESS: Yes, sir.

Q. (BY MR. PROWELL:) What is that? A. That is an exchange
195 of correspondence I had with Jack Koessler concerning the installation of the carriage and the exchange of the ink carriages that are in the press in order to get them rebuilt.

Q. Who was Jack Koessler? A. Jack Koessler is the son of the owner of the company.

Q. Does he occupy some official position with the company as far as you are concerned? A. Yes sir.

Q. What is that? A. He is secretary of the company.

MR. PROWELL: We offer Respondent's Exhibit 17-A through M.

TRIAL EXAMINER: Any objection?

MR. MC HUGH: No, sir.

TRIAL EXAMINER: I will receive Respondent's Exhibit 17-A through M.

(The documents above referred to, heretofore marked Respondent's Exhibits 17-A through 17-M, were received in evidence.)

Q. (BY MR. PROWELL:) Now, Mr. Clinton, did you have occasion to go to Florida in the fall of 1964? A. Yes, sir.

Q. Do you know when you left? A. I am quite sure it was on the
196 13th of November.

Q. Prior to leaving did you give any instruction to anyone concerning this inking carriage that you said was being repaired? A. Yes, sir.

Q. What instruction did you give and to whom? A. I told John Horton.

Q. What did you tell him? A. That the carriage had to be finished not later than Thanksgiving and I wanted the thing finished for all practical purposes by the time I got back from Florida.

Q. Now, what bearing did the date or the time of Thanksgiving have on the completion of the inking carriage? A. Our press was then operating about an average of one hundred fifty-eight hours a week.

Now, we were coming into the Florida busy season, which meant out circulations would go up, and, as a result, our press powers requirements would go up, so we would have to get some work out in order to put the carriages in.

Q. Now, when you say "get some work out" what do you mean?

A. Get some printing out so we could put the press down.

Q. Let me get back. You said "get them out."

What do you mean by "get them out?" Do the work here?

A. Get them transferred to one of our other plants.

Q. All right, go ahead. A. Now, our other plants had to be able
197 to take them. In our northern plants we do, in addition to comic
printing, a considerable amount of what we call "commercial printing."

We print mailers and flyers for people like Sears Roebuck and Montgomery Ward and the heavy time of the year for this printing is coming into the Christmas season.

Now, their work is in the months of September, October, and November, and it is considerably higher than it is for the rest of the year, so they were not going to be able to take any work from us for September, October or November.

They told me that Thanksgiving or thereabouts they would be relieved of their commercial work and they would be able to take some of ours and they would have that relief until the latter part of January or February when they would start to print the Easter commercial work.

Q. Now, did you know that before you went to Florida? A. Yes, sir.

Q. What, if anything, did you do while you were in Florida in connection with this installation of the inking carriage? A. I visited several of our newspaper clients down there to get their anticipation as to how much circulation increase they would have for the months of November, December, January, February and March.

It was their winter season and that had a considerable bearing on
the number of press hours that we would have to run the machine in order
198 to get out that work.

Q. Did you get that information while you were in Florida?

A. Yes, sir.

Q. And after you got that information did you make a determination as to how many press hours you had to work? A. We made a determination as to how many press hours we would have to work and how many press hours we would have to send somewhere else.

Q. Then when did you get back from Florida? A. I got back from Florida at 2:30 in the afternoon on November 19th, a Thursday.

Q. When you got back what did you do after that with respect to this information that you got in Florida in connection with the installation of the inking carriage? A. The first thing I did when I got back was to check with Horton to make certain that the inking carriage was ready or fairly nearly ready to go in.

Q. Was it? A. Yes, sir.

Q. Then what did you do? A. Before I came back I made arrangements -- I had talked to Jack Koessler on the telephone several times while I was in Florida and we figured out how much work we would have to send out of there in order to shut the press down long enough for us to put the carriage in.

199 Q. Now, at the time that you were doing this did you determine how many carriages you were going to put in, what did you determine with respect to this? A. We had no way of determining how many carriages we were going to put in. We could only put in one at a time and we wouldn't know much from there until we got the first one out or until we saw what was wrong with it, and what we could do about rebuilding it, so it was a one shot deal.

Q. When did you make up your mind that you were going to take out that first one? In other words, when did you determine the exact date on which you were going to take that first one out? A. After I got back on the 19th and checked the schedule between -- I would say between the 19th and the 20th, and I determined where our press running schedule was, that is, the jobs that we had to do, and the jobs we had lined up to do, and I knew that if everything went well that we would be able to make the change over Friday, December 4th.

Q. Who was making out the work schedule at that time? A. The work schedule list, the work schedule, that is, as it pertains to the men, was made out by John Horton.

Q. Starting with that time, was there some change made in who made it out? A. No, sir, because the work list that pertained to the work -- I made out -- I did and I always have done and continue to make out the job schedules.

200 I determine what production we will do and when we will do it and that has to be done in advance of a work list, and so I did that.

Q. Now, who made out the actual work schedule of selecting the men that were going to do the work? A. I did.

Q. You did both jobs? A. I did both.

Q. Had you done both in the past? A. I had done both in the past, but for a period of about six months or eight months -- I am not sure how long -- John Horton made out the work list schedule for the men.

Q. Now, why at this particular time did you make out both of them? A. Because I thought it was too confusing for him. It was a major change and we were going to have to drop some people and I wanted to be certain that they were dropped on the basis of their seniority.

Q. Now, was that plant wide seniority or departmental seniority, or what? A. Departmental seniority.

Q. Now, when you made out the schedule did you determine in advance how long you were going to be down to make that first change? A. When I made out the schedule -- first of all, we print a dated product.

201 It has to be used on the day that it is dated or it is no good. It is perishable and it has to be delivered at a certain time and we have to schedule our work so that the newspapers will get their production when they want it and in time for them to use it.

Now, I make out the schedule, but the schedule is always affected by our production by the time the schedule was made out until the schedule goes into effect.

Q. Well, do you mean by that that changes are made in it sometimes as you go along? A. Yes, sir.

Q. Does the same apply to the work schedule, the schedule of the men I have reference to? A. There would be changes in that, but they would be minor and they are not made up until they are closer to the actual day of their going to work.

The press schedule was made up in advance of the man power schedule.

Q. Now, how much time did you allow for the first change? A. Three days.

Q. And what three days were those; do you recall? A. The first one was -- we shut the press down on Friday morning of December 4th at seven o'clock and planned on starting it up at seven o'clock on Monday morning, and we didn't know -- we were not sure how it would work or how well it would work or what additional troubles we had, so we laid
202 off the three o'clock to eleven o'clock shift on Monday to make any adjustments or repairs that we would have to make and then scheduled the press from eleven o'clock Monday night, which would have been probably the seventh.

Q. And did that work -- did you get that carriage in and the other one out? A. Yes, sir.

Q. And what did you do with the one you took out? A. We took it back into the machine shop and immediately began to work on it and tried to get it ready for the next Saturday. We dropped back a day.

Q. Did you get it ready? A. Yes, sir.

Q. Did you put it in? A. Yes, sir.

Q. And what did you do with the one you took out? A. The one we took out we took back to the machine shop and started to tear it down.

Q. Were you able to put it in the following week? A. No, sir.

Q. Why not? A. We couldn't put it in for two reasons. One was that we went on strike in the meantime and another reason was that they didn't have enough bushings to rebush it and we couldn't put it in because
203 we couldn't repair it.

Q. When you say "rebush it" do you mean you had to have some parts? A. Yes, sir.

Q. And you did not have those? A. No, we had run out of them.

Q. How long did it take you to get some? A. We got the new bushings sometime in January?

Q. Did you eventually put that one back in and take another one out? A. Yes, sir.

Q. Do you remember about when that was? A. It was early in February. I think it might have been the fourth. I know it was early in February.

Q. Now, did the closing down of the press and the installation of the inking carriage have anything whatsoever to do with Union activity.

MR. MC HUGH: I object, conclusionary.

MR. PROWELL: It may be, but we are charged with that in the complaint and I think the witness had the right to deny the allegations in the complaint.

MR. MC HUGH: The Respondent has done it in his answer.

TRIAL EXAMINER: I will permit it. Objection overruled.

Q. (BY MR. PROWELL:) Did it have anything whatsoever to do with Union activities? A. No, sir, we had ten thousand dollars in that carriage. It would be stupid not to put it in.

204 MR. MC HUGH: I move to strike the answer as being self-serving and conclusionary.

TRIAL EXAMINER: Motion granted, beyond the first reference, I think, which was no, sir.

Q. (BY MR. PROWELL:) I will ask the question:

How much did you have in that carriage? A. Approximately ten thousand dollars.

Q. Now, you say you returned from Florida on the nineteenth? A. Yes, sir.

Q. On the 20th did you happen to talk to a Mr. Dark? A. Yes, sir.

Q. Who is Mr. Dark? A. Mr. Dark is the former Mayor of Sylacauga.

Q. Tell me what happened with respect to the conversation with Mr. Dark? A. He called me about four o'clock on the 20th. It was a Friday afternoon and he asked me to come down at his office at the cleaning plant.

Q. Did you go? A. Yes, sir.

Q. Tell me what happened there? A. When I got to his office he told me that he had heard that there had been a lot of grumbling out at our plant and I said, "Grumbling about what?"

205 He said, "The boys have been doing a lot of complaining about working on Sundays." He said, "They were not getting paid for holidays and they were not getting paid for overtime."

I said, "That doesn't make much sense. They were very well briefed on Sunday work and they did get paid on Sundays and by law we had to pay them time and a half for overtime."

I asked him if he knew who was complaining and he told me he thought it was the press room people.

I asked him who told him the story and he wouldn't tell me.

Q. Then did you go back to the plant? A. Yes, sir.

Q. What did you do after that? A. I got a hold of Mr. Horton and asked him if he knew about the complaints and I was kind of perturbed that I had heard of the complaints from downtown.

Q. Let me go back a minute. Did Mr. Dark say anything to you about any Union activities of any kind. A. No, sir.

Q. Did you know anything about any Union activities prior to that time? A. No, sir.

Q. All right, what instruction, if any, did you give to Mr. Horton?
A. I told him to talk with some of the people and find out what they were
206 complaining about?

Q. Did you get a report from Mr. Horton the following day?
A. The following day.

Q. The following morning? A. The following morning.

Q. What did he tell you? A. He told me that the thing evidently had got along pretty far because he said some of the people had signed some Union cards, and I asked him what Union and he told me he thought it was the International Trade Union.

I said, "That doesn't sound right to me." I had never heard of the International Trade Union in the printing business.

I asked him what the gripes were about and he told me it was about Sunday work. The principal gripe was about Sunday work, and he told me he had talked with these people the night before.

Q. This was on a Saturday, was it? A. This was on Saturday.

Q. On the following Monday did Mr. McFee come to see you? A. Yes, sir.

Q. Tell me what happened when Mr. McFee came to see you? A. Mr. McFee came to see me with Ronnie Jackson and Bobby Gaston. After he was in my office for a short time he handed me a letter and told me that a number of our people had requested that the International
207 Typographical Union represent them, and I told Mr. McFee that he was getting into something that was beyond the scope of my authority and that anything like that would have to be dealt with through our Buffalo office.

I had no authority to deal with them.

Q. Will you look at General Counsel's Exhibits 2 and 3 and tell me whether or not those are the documents that Mr. McFee gave to you or copies of them? A. Yes, sir.

Q. After you told Mr. McFee that, did you agree to meet with him at a subsequent time? A. No, sir. I told Mr. McFee that I would have to send these things up to Buffalo and he suggested that I call Mr. Koessler on the telephone and tell him what had transpired, and I said, no, I didn't think I could do that, that he wanted to see him. He wanted to know what it was all about and very likely he would want to deal with them up there.

I told him I would mail the stuff up and he said he would contact me the next day to see what the results were, and he left.

Q. The next day did you get in touch with Mr. McFee or did you see him and talk to him? A. I saw Mr. McFee the next morning at the Jackson Trace Restaurant.

208 Q. I believe he testified that you were on your way to Birmingham or something, or had a call to Birmingham? A. Yes, sir.

Q. Is that true? A. Yes, sir, I had an appointment to be in Birmingham, yes, sir.

Q. And did you go in the restaurant and speak to Mr. McFee? A. Yes, sir.

Q. What was the conversation about? A. I told Mr. McFee that I was not able to get in touch with Mr. Koessler, that he was out of town, and that I had mailed the thing up and I said that he would hear from us one way or another, either from me, probably, or from them, or else they in Buffalo would get in touch with the Colorado Springs Office.

Q. Now, on that same day did you get a call from Mr. Wheeles? A. Yes, sir.

Q. Who is Mr. Wheeles? A. Mr. Wheeles was one of our head pressmen.

Q. Tell us about that. Was it a telephone call? A. It was a telephone call to my home.

Q. Tell us about that? A. I think the call came at about seven thirty because I usually leave home at a quarter of eight.

209 Q. Go ahead. A. It was about seven thirty in the morning when he called and he told me that he was getting out of the Union and he wanted to know that if he got out of the Union would he be able to keep his job, and I said, "so far as I know, there is a right to work in the State, and whether you want to be in the Union or whether you don't is up to you. I don't think anybody can take your job away from you because you get out of a Union or because you get into a Union."

He told me he had been scared, that he signed up at midnight or one o'clock in the morning and without giving it enough consideration, and now he wanted to get out and wanted to know how to go about it.

I told him that I didn't know. I told him I presumed there was some way to get out of it, but I told him I thought he ought to either go see a lawyer to make sure his rights were protected or else he ought to try to find himself somebody who is older who would have his interest at heart rather than the interest of the Union or the interest of the Company, and I then told him, I said, "How about your father-in-law." I said, "He is a business man. He ought to be able to help you or else he ought to be able to send you somewhere to get help."

And then he left at that time.

210 Q. Later that day, did you get -- sometime later on did you get another telephone call? A. Very shortly after that telephone call Bobby Norred came to my house. He said he wanted to see me.

Q. All right, go ahead. A. He came in and sat down and he told me that he wanted to get out of the Union and he just about asked me the same question, would he lose his job if he got out of the Union.

I told him, "No, that I had just got a call from Guy Wheeles."

I told him that Guy said he wanted to get out, too, so Bobby asked me how to go about it and I told him I didn't know and I told him just about what I told Guy.

I said, "The best thing for you to do would be to go see Guy."

He said to me that Grover Blankenship and Gary Smith wanted to get out.

He wanted to know if he could take them with him and then he left.

Q. Did you get a call after that? A. Yes, sir, later that morning in my office.

Q. From who? A. I got a call from Joe Dark.

Q. What did he tell you? A. He said, "Some of these boys want to see you."

211 I said, "What do they want to see me about?"

He said, "They want to talk to you."

He said, "Will you come over to see them?"

I said, "Where you at?"

He said, "I am at Mr. Applebee's house."

I didn't know where Mr. Applebee lived. I asked, "Where does Mr. Applebee live?"

He told me to come over to the Craddock Clinic.

Q. Did you go over there? A. I went over in front of the Craddock Clinic, yes, sir, and Mr. Dark came out and was standing in front of the house and took me in the house.

Q. What happened over there? A. When I got in the house Guy Wheeles and Bobby Norred and Grover Blankenship were there, and one of them, I think it was Guy, said to me that Grover wanted to ask me some questions, and Joe Dark was there.

Q. Go ahead. A. Grover wanted to ask me some questions, so he told me that he wanted something in writing that if they got out of the Union that they wouldn't lose their jobs.

I said, "I don't think I can give you anything in writing." I said, "I am not sure, but I don't think so. It wouldn't seem proper to me."

He said--Grover said that they also wanted some assurance that
212 they didn't have to do any more Sunday work.

I said, "That would be kind of stupid for you, because if we didn't work on Sunday you wouldn't work at all, because you are one of the low men on the list, and if we don't do Sunday work then, obviously, we don't need all the men."

Then Grover said, "That is not the way the man said it."

I said, "Well, that is the way it would be." So I said, "I think I had better make a telephone call."

So I called my office in Buffalo and I talked to Jack Koessler and I told Jack that I thought that I had better talk to a lawyer, that the water was getting too deep in this thing for me, so he asked me to leave the number where I was at and he said he would get in touch with the lawyer and call me back.

In a few minutes the telephone rang and their Buffalo lawyer was on the phone and as soon as I got on the phone with him he told me to ask the people in the room to leave, and I did.

They went outside. They went outside of the building, so while they were outside the building I talked to the attorney.

Q. Did he give you some instruction? A. Yes, sir.

Q. What instruction did he give you? A. He said, "Get the hell out of there."

213 Q. Did you abide by that instruction? A. I did. They came back in and I told them that there was nothing in the world that I could do for them.

I said, "The best thing you can do is to get yourselves some good counsel and advice," and I got out of there.

Q. There has been some testimony here that you made that statement that you talked to Mr. Dark.

I want to ask you did you dictate to or give Mr. Dark a form of a withdrawal to get out of the Union?

MR. ADAIR: I object. I think he is leading him a little too far there in asking him what he did. He can ask him what he did, but not suggest the answer.

MR. PROWELL: I am not suggesting an answer. I am asking him whether or not he did.

TRIAL EXAMINER: I will permit it; overruled.

Q. (BY MR. PROWELL: Did you give to or dictate to Mr. Dark a form of withdrawal from the Union? A. I did not and I did not see any, nor did I hear of any.

Q. Now, let me go back a minute.

During that meeting did Mr. Wheeles say anything else to you that you can recall? A. Yes, sir.

Q. What else did he say? A. He told me while he was talking to them that Jerry Lawler and Johnny Thomas wanted to get out.

214 Q. They wanted to get out of the Union? A. Yes, sir.

Q. Now was it after this or before this -- let me go back a minute.

Go back and give us the details of the discussion that you had with Mr. McFee on the 23rd of November. I believe I cut you off. A. From the time he came in the office?

Q. Yes, sir, as best you can. A. Well, he came into the office and we talked very briefly and he handed me this letter. I read the letter. When I read the letter I told him that I was not surprised to see ~~him~~ as a Union Representative, but I was very much surprised to see the International Typographical Union.

I was expecting the International Printing Pressmens and Assistants Union.

MR. MC HUGH: I object to that. I move to strike it. It is a voluntary answer of the witness. I move to strike it unless he stated that to Mr. McFee.

MR. PROWELL: That is what he said.

TRIAL EXAMINER: That is the conversation.

MR. MC HUGH: Pardon me.

TRIAL EXAMINER: Are you telling us only the conversation with Mr. McFee?

THE WITNESS: Yes, sir. I asked Mr. McFee if he realized that
215 our people was web pressmen.

He said, "Yes, he did."

I asked him if he knew the kind of work they did, and he said he did, and I asked him if he knew that they didn't have any composing room or typographical room or linotypes..

He said, "Yes."

I said, "Isn't it strange that you want to represent these people? How come you didn't turn them over to the Pressmen's Union."

He said that he had claimed jurisdiction over press rooms.

I asked him if he was going to give these people a regular Union card or if he was going to give them a class B card or some other card.

He said no, that he would give them a regular Union card.

I said, "Well, what would that mean to them in case they wanted to travel? Would they be able to take that card and get a job?"

He said, "Yes, they would be able to take that card anywhere and get a job."

I said, "How can they take that card and get a job as pressmen? You don't have any press rooms."

He said they did.

I said, "Well, can they take that card to Birmingham and get a job in the press room?" 216

He said, "No."

I said, "How about Miami?"

He said, "No."

I said, "How about West Palm Beach?"

He said, "No."

I said, "How about Atlanta?"

He said, "No."

I said, "Well, do you have any press rooms?"

He said, "Yes, we have a lot of them."

I said, "Well, where are they?"

He said, "We don't keep any records of them."

I said, "Well, in your territory you must run across them, so you ought to know where some of them are."

Then he said, "We have the Fulton County report."

And I reached down and got the editor publisher's magazine or directory and I looked in it to see if there was a Fulton County report listing, and there wasn't.

I asked him if that was one of those legal papers.

He said, "Yes."

I asked him if these people thought they would be able to take his card and go over and get a job.

He said, "Yes."

I said, "Well, don't you have a six year apprenticeship program?"

217 He said, "Yes."

I said, "These people have to be working six years in this trade. How can they get a job in your trade?"

He said, "It wouldn't make any difference if the company felt they were qualified then he would feel they were qualified."

Then he went into the history of the ITU and gave me some background about the ITU and I asked him if they had not been having jurisdictional disputes with the pressmen and I mentioned the trouble that they had in San Francisco.

He told me that they had an agreement with the pressmen's Union that where there was no organization either side could claim jurisdiction, but they had an agreement, he said, not to raid on each other's jurisdiction where it was established.

Then he handed me the petition with the names on it.

Q. Did you agree with that statement? A. No, sir.

MR. MC HUGH: I object. His agreement is entirely irrelevant.

TRIAL EXAMINER: Did you tell him you didn't agree?

THE WITNESS: No, sir, I don't think I told him.

TRIAL EXAMINER: I will strike it.

Q. (BY MR. PROWELL:) Did you know at that time that there was a considerable amount of litigation and squabbling going on between the pressmen's Union and the ITU? A. Yes, sir.

218 MR. MC HUGH: Object.

TRIAL EXAMINER: Sustained.

MR. PROWELL: I submit this is highly important as far as the company's decision is concerned as to whether or not he should have granted recognition to this group without the board making a determination as to the appropriate bargaining unit and as to who represented the people and we would like to make an offer of proof.

MR. MC HUGH: Mr. Examiner, --

MR. PROWELL: May I finish, Mr. McHugh? I would like to make an offer of proof that if the witness were permitted to answer that he would answer as he did, and I believe it is contained in the record.

TRIAL EXAMINER: Does somebody else want to say something?

MR. MC HUGH: If Respondent's Counsel is telling us that that company was confronted with demands by another Union, I think such evidence would be relevant on the issues, but so far as I know it isn't, and I believe it improper and irrelevant and it should be stricken.

MR. PROWELL: Up to this point there is certainly evidence in the record that these people have joined or submitted authorizations to two Unions.

TRIAL EXAMINER: I will reject the offer of proof.

219 Q. (BY MR. PROWELL:) Mr. Clinton, I hand you General Counsel's Exhibit 4, which appears to be a letter from you to Mr. Donald McFee, dated December 1, 1964. A. Yes, sir.

Q. I ask you if you wrote that letter? A. Yes, sir.

Q. Prior to writing that letter did you consult with me? A. Yes, sir.

Q. Was that letter written as a result of your consultation with me? A. Yes, sir.

Q. I show you General Counsel's Exhibit 10 and ask you if you are familiar with that? A. Yes, sir.

Q. Was that drafted after consultation with me? A. Yes, sir.

Q. Tell us what you did with that, please, sir, or one like it. A. I called the employee in.

Q. Now, who is it addressed to? A. This is addressed to John W. Thomas.

Q. Did you write that same letter to more than Mr. Thomas? A. Yes, sir.

Q. Who did you send it to? A. Guy Wheeles, George Hickey and John Nickolson.

220 Q. And what was their position with the Company? A. Head Pressmen.

Q. Were those the only Head Pressmen at that time? A. Yes, sir.

Q. And what did you do with the letter? A. I called them individually into my office with Mr. Horton. In fact, I had sent Mr. Horton out to bring them in, and I got the secretary in, Linda Davis, and I told them I had the letter to read to them and I read it and I signed it and dated it in front of them and I had the secretary witness it in front of them and I asked them if they understood it and I asked them if they had any questions.

Then I handed them the letter.

Q. On or about December 1st did you give me, as the Company's Attorney some instructions with respect to the Union's claim to represent your people? A. What date was that, sir?

Q. About December 1st. A. Yes, sir.

Q. What was that instruction? A. I told you and I had the instruction from my superiors to go to the Labor Board and get the unit situation straightened out and have an election as soon as possible.

Going back to the meeting that you had with Mr. McFee either on November 23rd or November 24th, did he offer at any time to have an
221 election before the Labor Board? A. No, sir.

Q. Now, with regard to the Head Pressmen, what are the duties and authorities and responsibilities of the -- I will go back.

I will show you General Counsel's Exhibit 11 and ask you if you are familiar with that. A. Yes, sir, I am familiar with it.

Q. Tell me what the duties and responsibilities of the Head Pressmen are. A. He is general supervisor over the press and its operation, the men, and he is responsible for the volume of the production and the quality and the Head Pressman or the man in charge at night is responsible for the plant and everybody else in it.

Q. Does that include the maintenance people if they were in there at night? A. Yes, sir.

Q. Does it include this colored man who is doing this shipping work that has been described? A. Yes, sir.

Q. What is the authority of the Head Pressman in the event somebody violates the company rule at night? A. He will have the authority to discipline him.

Q. What authority does he have if an employee fails or refuses to
222 perform his work? A. He has the authority to send the man home and get somebody else in his place.

Q. Whose responsibility is it to assign employees in the plant in the evening and night in the event it is necessary to change them from their ordinary routine? A. The man in charge.

Q. Have the instructions to the man in charge ever been given to them orally in addition to General Counsel's Exhibit 11, to your knowledge? A. Yes, sir, they have.

Q. When was that? A. When we first began operating in early March of 1963. Mr. Klausman, Superintendent of our Dunkirk plant, was down here for several months getting this press in operation and helping to train the people and the head pressmen were made aware of their duties and responsibilities.

Q. When you say "made aware," how were they made aware? A. They went over this thing item by item with Mr. Klausman.

Q. At this point I want to hand you Respondent's Exhibit 16 and ask you if you have ever seen that before, and, if so, where? A. Yes, sir, I have seen it.

Q. Where did you see it? A. In my office. I got it in the mail.

223 Q. I want to hand you Respondent's Exhibit 18 for identification, which is dated November 24th, 1964, bearing what appears to be the signature of Bobby J. Norred, and --

MR. ADAIR: May I see it?

MR. PROWELL: Excuse me.

MR. ADAIR: Thank you.

Q. (BY MR. PROWELL:) I ask you if you have ever seen that before? A. Yes, sir.

Q. Where did you see it? A. In my office. It came in the mail.

Q. Do you remember about when you received these two documents, 16 and 18? A. I think I received them on the 25th.

MR. PROWELL: We offer Respondent's 18.

MR. MC HUGH: I object to it. It has not been properly authenticated. I also got a letter in the mail, Mr. Examiner, which I have had a little trouble getting in.

MR. PROWELL: But you didn't testify to it, Mr. McHugh.

MR. MC HUGH: Neither has this witness. To my knowledge, the employee who certainly wrote that is employed by this respondent and should be produced to authenticate the document.

MR. PROWELL: Let me ask one or two questions, Mr. Examiner, and possibly save some point with respect to it.

224 Q. (BY MR. PROWELL:) Have you had an opportunity to compare with that signature the signatures that are in your file that is on Respondent's Exhibit 18? A. Yes, sir.

Q. Have you concluded in your own whether or not that is the signature of Mr. Bobby Norred? A. Yes, sir.

Q. What conclusion did you reach? A. I compared it with a cancelled check and I think it is his signature.

MR. PROWELL: We offer Exhibit 18.

TRIAL EXAMINER: Did you ever talk to Mr. Norred about it?

THE WITNESS: Yes, sir. He asked me if I got it.

TRIAL EXAMINER: How long after you got it did he ask you that?

THE WITNESS: A few days.

TRIAL EXAMINER: I will receive Respondent's Exhibit 18.

(The document above referred to was marked Respondent's Exhibit No. 18 for identification, and was received in evidence.)

Q. (BY MR. PROWELL:) Now, on December 3rd, did you have a conversation with Mr. McFee and Mr. Jackson? A. Yes, sir. Mr. McFee?

225 Q. Mr. McFee, yes. A. Yes, sir.

Q. Mr. Jackson was not there? A. Yes, sir, he was there but he didn't converse.

Q. Tell us about that. A. Mr. McFee came to the office and I went out to the secretary's desk and talked to him and he asked me what the reply was to his original letter, and I told him that we had written to him and asked him if he had received a reply. He said no, he had not, and we were standing by the girl and I asked her if it had not been mailed, and she said, yes, it was written and mailed. I think it was on December 1st.

He said he didn't get it and he wanted to know if the contents were favorable or unfavorable, and I said I would rather let you be the judge of that.

He said, I think you would like to know that "some of the boys are getting restless."

I didn't reply.

He said, "I don't like some of the contacts that are being made."

I said, "I am not making any contacts."

He said something about like they didn't like the cut back.

I said, "I think the best thing for you to do is to take this matter up
226 with our attorneys."

He asked me who our attorney was and I gave him your name and then he left.

Q. Later on that day did you receive a telephone call from me?

A. The next day.

Q. On December 4th? A. On December 4th I received a telephone call from you in the afternoon of the 4th.

Q. Did you receive some instruction from me? A. Yes, sir.

Q. What instruction did you receive?

MR. ADAIR: I object.

MR. MC HUGH: I do too. This is entirely self-serving. The facts speak for themselves. We don't need Mr. Prowell's advice in the record.

MR. PROWELL: I am trying to save a little time.

MR. MC HUGH: I think --

MR. PROWELL: Let me finish, Mr. McHugh; if you would be so kind once I would appreciate it. This deals with an instruction given in a conversation with the Union Attorney and we expect to put on evidence about the conversation with the Union's Attorney and instruction that was given to this man as a result thereof, and since it bears on and has some relation to the subsequent action that Mr. Clinton took, I think it is imperative that we
227 have it in the record.

TRIAL EXAMINER: I will take it. Overruled.

Q. (BY MR. PROWELL:) Go ahead, Mr. Clinton. A. Do you want me to tell the instruction that I got from you in the telephone conversation on the afternoon of December 4th?

Q. Yes, sir. A. You called me and told me that you had a conversation with Goldwaith, who was the Union Attorney, and that they were going --

MR. MC HUGH: I object. I object to this hearsay evidence.

MR. ADAIR: I object to him testifying about what Mr. Goldwaith said.

MR. PROWELL: He is the Union's Attorney.

MR. ADAIR: That is hearsay.

TRIAL EXAMINER: I will--

MR. PROWELL: This has a direct bearing on the subsequent action of Mr. Clinton.

TRIAL EXAMINER: Will you tell me what Mr. Prowell told you to do; not what Mr. Prowell told you about his conversation with Mr. Goldwaith. What did he tell you to do?

THE WITNESS: He told me if I had any further contacts or anything further on the subject of any kind to just turn it over to him.

228 MR. PROWELL: Did I understand your ruling, now, that the witness may not answer that I told him that the Union was going to file a petition--

MR. MC HUGH: I object.

MR. PROWELL: Let me finish, Mr. McHugh. If--

MR. MC HUGH: He is trying to get facts in the record, and I think it is improper.

MR. PROWELL: Mr. Examiner, since when does Mr. McHugh have the right to interrupt me and keep me from making my objection on the record?

TRIAL EXAMINER: Let me ask you this:--

MR. PROWELL: First, I would like to have a ruling.

TRIAL EXAMINER: You are asking for straight hearsay out of this witness.

MR. PROWELL: I may be asking for hearsay, but I am asking for a conversation on which he took action and I submit to you that a conversation which was the --

TRIAL EXAMINER: You are asking him about a conversation on which you took action?

MR. PROWELL: No, he took action.

TRIAL EXAMINER: The conversation on which he took action came from his attorney.

MR. PROWELL: I am asking him the conversation I had with him.

TRIAL EXAMINER: The basis of the attorney's taking action would be hearsay as far as this witness would be concerned.

229 MR. PROWELL: I am talking about the action which he took based on the instruction that I gave him that the Union was going to file a petition.

MR. MC HUGH: In a similar matter, sir, at the start of the hearing you precluded me from having Mr. McFee testify with respect to information which he was received upon which to follow a basis for a request. What is the difference, I submit.

TRIAL EXAMINER: That is right. It is properly excludable. I excluded it before. I will exclude it now.

We will take a short recess.

(Brief recess taken.)

TRIAL EXAMINER: We will resume.

Q. (BY MR. PROWELL:) Mr. Clinton, tell us what the conversation was between you and Mr. -- did you tell us of the conversation between you and Mr. McFee on December 3rd? A. Yes, sir, I did.

Q. In that conversation did Mr. McFee offer at any point to agree that the National Labor Relations Board could decide the issues? A. No, sir.

MR. MC HUGH: I object to the question and the answer and move that it be stricken on the grounds that it is irrelevant.

TRIAL EXAMINER: Read the question, please.

230 (Whereupon, the Court Reporter read the pending question and answer, as requested.)

TRIAL EXAMINER: The motion to strike is denied.

Q. (BY MR. PROWELL:) Following that meeting did you receive General Counsel's Exhibits 5 and 6? A. Yes, sir.

Q. And after consulting with the company's attorney did you write General Counsel's Exhibit 7? A. Yes, sir.

Q. Can you explain how that document happened to be dated on December 12th, but bears the postmark of the 14th? A. Yes, sir. I think December 12th is a Saturday. The thing was typed on Saturday and evidently didn't get into the Sylacauga post office until the 14th.

Q. Now, as of the time that you received General Counsel's Exhibit 6, do you recall whether or not Mr. Lavender was still working for you? A. No, sir, he was not.

TRIAL EXAMINER: Which was that?

MR. PROWELL: Exhibit 6.

TRIAL EXAMINER: All right.

Q. (BY MR. PROWELL:) Mr. Clinton, would you tell us now for what reasons the Company declined to recognize the Union's claim to represent a majority? A. Yes, sir.

231 Q. What were they? A. They didn't think the grouping of people was proper, they had left out some of our groups. Some people were on the list that we figured were supervisory. We thought that if we got involved with the ITU that we would have jurisdictional problems with the pressmen and some of the people who are on the list had come out and the information that I had was that others were dropping out.

Q. Were there any other reasons that you can recall at the moment? A. Not that I can recall at the moment, sir. One of the things that bothered me was the fact that Wheeles told me and so did Norred that they were picked up after midnight.

He told me he was gotten out of bed at about one o'clock in the morning by six or eight of them and taken to Johnny Thomas' house and--

MR. MC HUGH: I object to this testimony on the part attributed to Bobby Norred and ask that it be stricken from the record. It is hearsay.

MR. PROWELL: I submit, Mr. Examiner, that this is part of the basis for rejection of the demand and the request and certainly anyone who is going to consider whether or not this was made in good faith would need to know on what basis the decision was made.

We are not arguing about whether or not it is true. We are simply
232 saying this is information which the man had available at the time that he made his decision.

TRIAL EXAMINER: It may stay in. I will deny the motion to strike.

Q. (BY MR. PROWELL:) Well, for the purposes of refreshing your recollection, I will ask you if you had any information whatsoever about any threats or intimidation of any kind? A. Yes, sir.

Q. Did they have any bearing on the reason why you took the position that this matter should be decided by the Labor Board? A. Yes, sir.

Q. Do you have an employee working for you by the name of Wilbur Holmes? A. Yes, sir.

Q. What is he? A. Electrician and General Maintenance man.

Q. Does he have the authority to hire or fire anyone? A. No, sir.

Q. Can he effectively recommend the hiring or firing of anyone? A. No, sir.

Q. Have you ever considered him to be a supervisor? A. No, sir.

Q. Does he have anyone working directly under his direct supervi-
233 sion? A. No, sir.

Q. Is he a skilled craftsman? A. Yes, sir.

Q. When he is working in the evening or at night after the normal daytime hours in the plant, under whose supervision is he? A. The man in charge.

Q. Have you made any efforts whatsoever to restrict the activities of Mr. Holmes in regard to Labor Union matters or joining Unions or taking part therein? A. No, sir.

Q. Have you give some instruction with respect to that to Mr. Leslie and to Mr. Foster? A. Yes.

Q. What did you tell them? A. I told them --

MR. ADAIR: Objection.

TRIAL EXAMINER: Well, they aren't alleged to have been involved here at all, Leslie and Foster.

MR. PROWELL: But you have all kind of indications in the record, or at least, some contentions in the record that these people are treated the same.

We want to show there is a difference in the treatment.

TRIAL EXAMINER: I will permit it; overruled.

234 Q. (BY MR. PROWELL:) Did you give some instruction to those two? A. Yes, sir.

Q. What instruction did you give them? A. I told them not to talk to anybody about the Union and not to try to get any information out of anybody, that we couldn't intimidate and we couldn't promise anybody anything and they was to keep away from them completely.

I told them that anything that they did would be our responsibility and the best thing for them to do would be to say nothing.

Q. Now, in the meeting that you had with Mr. McFee on the 23rd of November, did you at any point nod your head when he said that he represented a majority of your people? Did you nod in the affirmative? A. No, sir.

Q. Did you at any point either in that meeting or in the subsequent meeting on December 3rd nod your head when he said that he claimed to represent a majority? A. No, sir.

Q. Did you nod your head in the affirmative in either the meeting of November 23rd or December 3rd when he said that you know we represent an appropriate unit? A. No, sir.

Q. Did you know what the term "appropriate unit" meant? A. No, sir.

235 Q. Was the installation of the new press postponed at any time since March of 1963? A. No, sir.

Q. Was any announcement made to the employees about the installation of a new press? A. In March of 1963.

Q. What was the substance of the announcement? A. I informed the employees individually that we had put additional room onto the back of the building and I informed them that we were going to start on the press foundation, the pit, and that if everything went well and we had good luck we would have the press in operation by the end of the year.

That was at the end of 1964.

Q. Will you hire some more people or increase your complement when it goes into operation? A. Yes, sir.

Q. Has it gone into operation yet? A. No, sir.

Q. Approximately how many more will be hired?

MR. MC HUGH: Mr. Examiner, I fail to see the relevancy of this.

TRIAL EXAMINER: How many more what will be hired?

MR. PROWELL: How many more people. How much increase in complement will he have.

236 THE WITNESS: Thirty to thirty-five.

TRIAL EXAMINER: I will permit it; overruled.

THE WITNESS: Thirty to thirty-five.

TRIAL EXAMINER: More?

THE WITNESS: More.

Q. (BY MR. PROWELL:) Now, there has been some testimony here about some wire for the new press.

Do you recall an incident involving some wire for the new press? A. Yes, sir.

MR. PROWELL: Mark these as 19, 20 and 21, if you will.

(The documents above referred to were marked Respondent's Exhibits Nos. 19, 20 and 21 for identification purposes.)

Q. (BY MR. PROWELL:) I hand you Respondent's Exhibits 19, 20 and 21 for identification and ask you if you will tell us what those are, please, sir. A. The wire was received to the plant --

TRIAL EXAMINER: What is that document?

THE WITNESS: This is a bill of lading.

MR. MC HUGH: This is --

Q. (BY MR. PROWELL:) Which one of these are you referring to; is that 19? A. 20.

237 Q. Start with 19. A. I will start with that one.

Q. Start with 20. A. 20 is a bill of lading made out for a shipment of wire to Mayer Electric Company in Birmingham.

Q. From whom? A. From Dixie Color Printing Company.

Q. What is the date on it? A. November 23rd, 1964.

Q. Now, look -- A. By Baggett Transfer Company.

Q. Look at the next one and tell me what it is? A. It is number 21.

Q. What is that? A. This is a Baggett Transfer Company weigh bill from Mayer Electric Company to Dixie Color Printing Company dated December 8, 1964, for two reels of wire.

Q. All right, now, look at number 19. A. That is signed as having been received by Hugh Hickey.

Q. Look at number 19 and tell me what that is? A. That is an invoice from Mayer Electric Company to Dixie Color Printing Company dated December 9, 1964, for the two spools of wire, and no charge.

MR. PROWELL: We offer these.

TRIAL EXAMINER: May I see those, please?

238 MR. PROWELL: The three documents, Mr. Examiner?

TRIAL EXAMINER: Yes, sir.

MR. MC HUGH: I have no objection on behalf of General Counsel, Mr. Examiner.

TRIAL EXAMINER: I will receive Respondent's 19, 20 and 21.

(The above referred to documents, heretofore marked Respondent's Exhibits 19, 20 and 21, were received in evidence.)

Q. (BY MR. PROWELL:) Tell us what happened with respect to those spools of wire covered by those exhibits, Mr. Clinton? A. The wire was received into the plant at Dixie Color Printing Company on November 16th, and it was moved from the shipping room back to the storage area that we were using behind the press room.

On Saturday, November 21st, Mr. Holmes came to me and told me that the wire had been damaged. It is a large spool of wire. The big one was a large spool. The small one, of course, was smaller, and it was the one that was going to carry the power from our electrical control center in the press pit and it required two long runs of wire that couldn't be broken.

He told me he couldn't use the wire because the break in the
239 installation was one hundred feet or so from the end and so I asked him whether the wire had been damaged when it was received or whether we damaged it after we received and we couldn't find out.

The wire was covered and I looked at it with him. Evidently a fork lift had been run into it. It had been carried by a fork lift and a fork lift had been gouged in it and it tore out some of the insulation.

I told him -- I got out the original bill of lading and we did not indicate it as having received the wire damaged, and so I told him to call the trucker and send the wire back to Mayer and then we would fight it out with Mayer as to who was responsible for the damaged wire.

The wire was worth about two thousand dollars.

Q. Did the sending back of the wire have anything whatsoever to do with the Union activity in the plant? A. No, sir. As soon as we straightened it out with Mayer they returned wire that was not damaged.

Q. There has been some testimony here with respect to a colored employee named Fletcher Thomas operating a piece of equipment in the plant.

Do you recall that incident? A. Yes, sir, I do.

Q. Tell us about it, please, sir. A. Fletcher Thomas has been moving large piles of white waste up to the bailer because it was easier
240 than doing it by hand, and in doing it with the tow motor he was slowing down the motor to the point where we were burning out resistors or were liable to burn out resistors, and Holmes came to me and complained about it.

Q. Did Holmes come to you at night or during the day? A. No, Holmes came to me during the day time.

Q. Do you remember about when it was? A. It was shortly after I came into work in the morning. I don't remember what day it was.

Q. Do you remember the time of the year or the month it was in? A. Yes, sir, it was either in the very early summer or in the very late spring.

Q. Of what year? A. 1964.

Q. All right, after Mr. Holmes came to you what did he do? A. I had talked to Fletcher Thomas about a week before because he had been caught sleeping.

Q. Who caught him? A. On the job. The colored man that relieved him and he reported to me that they were having too much trouble trying to get their work out, so I went and talked to Fletcher.

Q. Did you talk to Fletcher after you got this report from Mr. Holmes? A. Yes, sir.

241 Q. And what was the result of your conversation with Fletcher Thomas? A. I told him that it had been reported to me that he was using the lift fork to bulldoze the white waste up to the bailer and we had already put a notice on the bulletin board--

MR. ADAIR: I object to this. This is going beyond the question, and rambling all over. What was said.

TRIAL EXAMINER: Tell us what was said.

THE WITNESS: I told Fletcher Thomas that he was disregarding the rules that were put on the bulletin board. I had previously warned him about his conduct and I discharged him.

MR. PROWELL: That is all we have, sir.

* * * * *

CROSS EXAMINATION

Q. (BY MR. MC HUGH:) Mr. Clinton, you testified that you made sure that the letter that Bobby Norred sent to you was his because you compared the signature with the payroll and cancelled check signature of Bobby Norred? A. Yes, sir.

Q. Did you also compare the signatures on the petition in similar
242 fashion? A. No, sir.

Q. Well, why did you just take Bobby Norred's signature and not the other twenty-two or twenty-four? A. I didn't just take Bobby Norred's.

Q. Well, did you compare the signatures on the petition? A. No, sir.

Q. Did you compare the signatures on the second petition with any cancelled checks or payroll records? A. No, sir.

Q. Only those that wanted to get out of the Union, is that right? A. Yes, sir.

Q. What did you do with the petition after you got it, the first one? A. I sent it to my Buffalo office.

Q. Did you also send along classifications as you told Mr. McFee you were going to do? A. No, sir.

Q. Isn't that what you told Mr. McFee? A. No, sir. I didn't have to send the classifications. They already have them.

Q. What did you do with the second petition? A. I sent a copy to Buffalo and a copy to Mr. Prowell.

Q. Did you check out the names on the second petition, examine
243 them and compare them with your payroll signatures? A. No, sir.

Q. You made no effort to determine whether they were valid or invalid, did you? A. No, I didn't.

Q. You stated that your attorney instructed you to do whatever--what did he state with reference to having a Labor Board election? A. He told me that Mr. Goldwaith said the Union was going to go to the Labor Board and that we would have an election in a very short time.

Q. Are you aware of the fact that an employer can ask for a Labor Board election at any time it sees fit after it has been requested? A. No, sir.

Q. Is your attorney aware or did he tell you this?

MR. PROWELL: I object. How would this man know what I am aware of?

Q. (BY MR. MC HUGH:) Did your attorney tell you that such a procedure was available to you? A. If he told me I don't remember him telling me. I don't remember him telling me.

TRIAL EXAMINER: The record may stand.

Q. (BY MR. MC HUGH:) You testified that you had heard that some of the employees wanted to get out of the Union? A. Yes, sir.

244 Q. Now, after the strike had been in duration about four months, is that still your position, that some of the employees wanted to get out of it? A. Do you want my opinion?

Q. No, sir. A. What do you want?

Q. Do you still believe that? A. I believe some of them would still like to get out.

Q. All right, sir. You testified that Mr. Dark informed you that the men were making complaints and that they were dissatisfied.

Would you tell us exactly what Mr. Dark told you? A. Mr. Dark told me that he heard that some of the men in the plant were complaining, griping about Sunday work, and not being paid for holidays and not being paid for overtime.

Q. Did he tell you how he heard? A. No, I asked him and he wouldn't tell me.

Q. Does he visit the plant frequently? A. No.

Q. Has he ever visited the plant before? A. He has been out at the plant a few times. He has not been there for a long time, I don't think.

Q. And you instructed John Leck Horton to contact the men? A. I told him to find out what the gripes were about.

245 Q. Did you tell him any particular time to talk to them? A. No, I didn't.

Q. You left that up to him? A. Yes, sir.

Q. Did you know what time he went to see them? A. Not until the next day.

Q. Did you instruct him to go out there at twelve o'clock at night? A. No, sir, I think I know why he went out there at that time.

Q. What did John Leck Horton tell you after he reported to you? A. He told me the next morning that he understood that several of the men told him they had signed some kind of a Union card.

Q. Did he say anything about cutting out work to you? A. No, sir.

Q. Did you tell him to go out there for that purpose? A. For what purpose?

Q. To offer to the men to cut out Sunday work? A. No, sir.

Q. How about paying them double time or time and a half for Sundays? A. You said how about it. What do you mean, how about it?

Q. Did you tell him to go out there and offer that to the men?

246 A. No, sir.

Q. Did Mr. Dark suggest that? A. Mr. Dark?

Q. Did Mr. Dark suggest that you make such an offer to the men? A. No, sir, Mr. Dark is pretty far removed from it. He wouldn't know what I was talking about.

Q. He is pretty far removed from it, you say? A. Yes, sir, from our double time or Sunday work.

Q. He seemed to know more about the complaints than you did? A. He knew more about the complaints, that is right. He sure did.

Q. But you didn't know anything about the Union situation? A. Not to my knowledge. He didn't tell me about it.

Q. Who performed the maintenance work after the carriage which was in the press room had been replaced? A. Say that again.

Q. Who performed the maintenance work on the carriage which had been replaced by the overhauled carriage? A. You are talking about the carriage that came out, now?

Q. Yes, sir. A. The carriage that came out?

Q. Yes, sir. A. Who did the maintenance work on it?

247 Q. Yes, sir, the overhaul work? A. I believe Frank Horton did most of it.

Q. Frank Horton worked quite a while there for a spell, didn't he, Mr. Clinton? A. Yes, sir, he did.

Q. Was he the only maintenance employee, the only mechanical maintenance employee? A. The only qualified machinist we had were Frank Horton and John Horton.

Q. Was Shaphan Grant qualified to do any work like that? A. No, not machinist, no. He is an electrician.

Q. Had he ever worked on the carriages before? A. Not the machine work, no.

Q. He never did machine work? A. I don't think he knows anything about machines.

Q. How about Lavender? A. He is not qualified either.

Q. Just Leck and Frank Horton were the two? A. The only two machinists we have in the plant.

Q. Is it your testimony that Shaphan Grant did not ever work on the carriage? A. No, I didn't say he didn't.

Q. To perform mechanical maintenance? A. He might have done mechanical maintenance, but that would be very simple. He couldn't do any complicated mechanical maintenance. He couldn't make anything.

248 Q. Is it your testimony that David Lavender never assisted in overhauling any of the press carriages? A. You can wipe off the carriage and assist. He put some grease lines on or things like that. He was not qualified. He has not had but three or four months of machinist experience in his life.

MR. MC HUGH: I don't have any more questions, Mr. Examiner.

MR. ADAIR: I have a few questions.

TRIAL EXAMINER: All right.

CROSS EXAMINATION

Q. (BY MR. ADAIR:) Mr. Clinton, I believe you said that your first letter that you wrote to the Union -- I don't have the exhibit number, now, but the first one you wrote in answer to the first original demand and petition you first conferred with your attorney and then on the advice of your attorney you sent this letter, is that correct? A. Right.

Q. And the same was true the second time? A. Yes, sir.

Q. The second letter was after you had conferred with your attorney and he gave you advice as to what to say and what to do in your letter, is that correct? A. Yes, sir.

Q. Now, when you received the petition marked as General
249 Counsel's Exhibit Number 6, I believe you said you did not take
the time to check these signatures against any documents that you may have had in your possession? A. That is right.

Q. To see if they were accurate? A. That is right.

Q. Authentic signatures? A. Yes, sir.

Q. But you did read over the petition, did you not? A. Yes, sir.

Q. And you read the names of the employees? A. Yes, sir.

Q. And you knew where these employees worked in your plant, did you not? A. Yes, sir.

Q. For instance, you knew that Billy Carden worked out in what you now designate on this exhibit as plating? A. The plating department, yes, sir.

Q. That is the designation that you give it? A. It is. I give all of them.

Q. And you also knew that Lavender worked in the machinist maintenance area, the mechanical maintenance area? A. Lavender switched from drafting to maintenance to shipping, where we needed.

Q. At the time-- A. He did more drafting than anything else he
250 did when he was there.

Q. At the time that he left the company and right prior to this last petition being handed to you did you not know that he was working in what you refer to as the maintenance area? A. I wouldn't particularly know at any given time where he was working. He could have been working any place because we switched him around where we needed him.

Q. You didn't check it to see? A. No, I did not.

Q. You were here yesterday when Mr. Lavender testified, were you not? A. Yes, sir.

Q. Did you hear him say that at the time he left the company or at the time that he had a conversation with you and that he was told that there was no more work at that particular time for him in the maintenance area? A. I heard him say that here yesterday. Is that what you are asking me?

Q. Yes, sir. A. Yes, sir.

Q. You did hear him say that? A. Yes, sir, I heard him say that.

TRIAL EXAMINER: Who was that?

MR. ADAIR: Mr. Lavender.

251 THE WITNESS: I heard him say that here yesterday.

MR. PROWELL: Are you through, Mr. Adair?

MR. ADAIR: No, I am not.

Q. (BY MR. ADAIR:) Now, I believe you testified that a Mr. Klausman -- I am not sure of the name -- was here. When was that that Mr. Klausman was here that you testified to earlier on direct examination? A. He was here February, March, April, and I believe the early part of May, 1963.

Q. 1963? A. That is correct.

Q. At that time, how many people did you actually have employed back in the press room area? A. Probably eighteen.

Q. Probably eighteen? A. I would have to guess. Eighteen or twenty. I really don't know. It was eighteen or twenty.

Q. Now, at this time that he first came when were you saying that was? A. It was in February.

Q. Of 1963? A. Yes, sir.

Q. You had one crew at that time, is that correct? A. No, he came in at the same time that the original people came in. He came in to start up the plant.

252 Q. At that time did you only have one crew? Did you begin with one crew? A. Yes, sir.

Q. Was he plant manager at that time? A. No.

Q. Mr. Klausman? A. No, he was Superintendent of the Dunkirk, New York plant.

Q. I see, and at this time he gave instructions to the head pressmen as to what their jobs were, is that your testimony? A. It was at this time, did you say?

Q. Yes. A. During that period when he was here, yes, that is right.

Q. And were you present when he gave those instructions? A. I was present some of the time, not all of the time. He gave those instructions more than once.

Q. What did he do? A. He took the booklet and gathered them around and explained the duties to them.

Q. And what he told them is what is embodied in the booklet? A. Yes, sir.

Q. Now, I believe you testified that at one time a group was sent out to Lofkin to train.

Did you testify to that on direct? A. Yes, sir.

253 Q. And approximately when was that? A. Two of them were sent out in about the first of April, 1960, and two of them were sent out the latter part of 1960.

Q. Now, who were the two that were sent out the first part of April, 1960? A. Frank and John Horton.

Q. Frank and John Horton? A. Yes, sir.

Q. Who were those that were sent out later? A. Guy Wheeles and George Hickey.

Q. I see, and is it your testimony that Guy Wheeles and George Hickey were sent out with instructions that they were being sent out to learn to be a head pressman? A. They were sent out with the instructions that they were to learn to be head pressmen.

Q. Didn't you testify to that on direct? A. I said they were taught to be. I didn't say that were given instructions that they were sent out to be. That is what you asked me.

Q. When they went out there were they taught to be head pressmen? A. They were taught to be head pressmen out there.

Q. In Lofkin? A. Yes, sir.

* * * * *

255 Q. Well, when you first began operating? A. About the first of March, 1963.

Q. And how many crews did you have when you first began operating then? A. We started out with one crew. We gradually built up.

Q. How many head pressmen did you have in the first crew you had? A. It varied. I don't know about the first crew, but we had three head pressmen and we had two crews and we had three head pressmen.

Q. Who were they? A. John Horton, Guy Wheeles and George Hickey.

* * * * *

256 Q. Mr. Clinton, has the company ever filed a representation petition in this matter? A. Not to my knowledge.

Q. But I believe that you stated earlier on direct that you had instructions from your superiors in Buffalo that you wanted to go on to an election? Is that your testimony on direct? A. I said that my

257 instructions to Mr. Prowell--

Q. I am not talking about Mr. Prowell. Earlier from Buffalo, I believe you said. A. That is the only instructions that I testified to, the ones that I gave to Mr. Prowell.

Q. You didn't testify earlier telling Mr. McFee of instructions that you had received from Buffalo? A. No, sir.

Q. Didn't you testify earlier on direct that you were told by Buffalo to go to the National Labor Relations Board to clear this matter up? A. No, sir, I did not.

Q. Well, who did you testify told you that? A. I didn't testify to that.

Q. Who did you testify told you to go to the Board to clear it up? A. Nobody told me to go to the Board and clear it up. I just said I didn't testify to that.

Q. You didn't testify that anyone told you that and you didn't pass that instruction on to either Mr. McFee in one of your meetings with him? A. No, I did not.

TRIAL EXAMINER: Mr. Clinton, I think this is what counsel is referring to. My notes say at about December 1st you told Mr. Prowell to go to the NLRB.

258 THE WITNESS: I told --

TRIAL EXAMINER: To get the unit straightened out and have the election as soon as possible.

THE WITNESS: I told Mr. Prowell to get the units straightened out.

Q. (BY MR. ADAIR:) You told Mr. Prowell that? A. Yes, sir.

Q. And to get an election as soon as possible? A. And to get an election as soon as possible, yes.

Q. Yes, I see. Did you testify earlier -- you stated rather rapidly -- that you were told that the Union was going to an election or the Union was going to get an election? Was that your testimony? A. Come again was that?

Q. I said did you testify earlier that you were informed by your counsel or otherwise that the Union was going to get an election? A. I was informed by the counsel that the Union was going to go to the board.

Q. To get an election? A. I didn't know what they were going to do.

Q. And it was based upon your counsel's advice, the action you took, is that your testimony? A. That is right.

* * * * *

259 REDIRECT EXAMINATION

Q. (BY MR. PROWELL:) Mr. Clinton, what was the conversation that you had with Mr. Lavender on that day when he claims that you told him that there was going to be no more work available for him? A. I don't think Mr. Lavender claimed or testified that I told him that.

Q. You did not have any conversation with him? A. I had a conversation with him, but not along those lines. I talked to him about coming back to us to do some part time drafting work.

Q. But you did not tell him there would be no more work available for him? A. No, I was trying to get him to come back and do some part time work for us and he agreed.

Q. If he wanted to continue was there work for him thereafter if he had not wanted to resign? A. Yes, sir.

MR. PROWELL: That is all.

TRIAL EXAMINER: At the time of this so-called cut back, did the
260 company make any permanent lay off of employees?

THE WITNESS: No, sir.

TRIAL EXAMINER: I take it from the correspondence showing that the company in Buffalo has a different means -- well, I just want to ask you what the corporate set-up is.

THE WITNESS: Well, they are the parent company and we are a wholly owned subsidiary.

TRIAL EXAMINER: And then there are other wholly owned subsidiaries?

THE WITNESS: Yes, sir.

TRIAL EXAMINER: What is the name of the Lofkin company?

THE WITNESS: The Southwest Color Printing Company.

TRIAL EXAMINER: And then the other plants have different names, too?

THE WITNESS: Yes, sir, all of them.

TRIAL EXAMINER: All of them do?

THE WITNESS: They are all different.

TRIAL EXAMINER: They are all wholly owned subsidiaries of greater Buffalo press?

THE WITNESS: Yes, sir.

* * * * *

263 TRIAL EXAMINER: On the record. Mr. Reporter, would you please mark these for identification as Respondent's Exhibits 22, 23, 24 and 25?

264 (The above documents were marked Respondent's Exhibits 22, 23, 24 and 25 for identification.)

TRIAL EXAMINER: May it be stipulated that Respondent's 22, 23 and 24 are copies of work lists posted on the bulletin board on November 30th -- on the dates indicated, and that these in particular were all made out by Mr. Clinton.

Is that satisfactory thus far?

MR. MC HUGH: Yes, sir.

MR. PROWELL: We agree.

* * * * *

265 TRIAL EXAMINER: I will receive Respondent's Exhibits 22, 23 and 24.

266 (The documents above referred to, heretofore marked Respondent's Exhibits 22, 23 and 24 were received in evidence.)

* * * * *

269 TRIAL EXAMINER: On the record.

270 Let the record show that Respondent's Exhibit 1, by agreement of counsel, we are putting in the rejected file, and it is the document which was originally marked Respondent's Exhibit 1 and which was shown to the witness McFee and the documents now marked Respondent's Exhibits 1-A, B and C are being withdrawn by Mr. Prowell.

By agreement of counsel we are waiving the duplicate of this rejected exhibit, Respondent's Exhibit 1.

* * * * *

271 MR. PROWELL: I suppose technically we are supposed to make a motion to dismiss the complaint. For this technical purpose we will make that motion and I assume you will reserve ruling.

TRIAL EXAMINER: I will reserve ruling.

* * * * *

Form NLRB-501
(1-60)

Form approved.
Budget Bureau No. 64-R001.11

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

CHARGE AGAINST EMPLOYER

INSTRUCTIONS: File an original and 4 copies of this charge with the NLRB regional director for the region in which the alleged unfair labor practice occurred or is occurring.

DO NOT WRITE IN THIS SPACE
Case No. 10-CA-5942
Date Filed 12-14-64

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

Name of Employer: DIXIE COLOR PRINTING CORP.

Number of Workers Employed: Approx. 30

Address of Establishment (Street and number, city, zone, and State):
908 W. Ft. Williams Street
Sylacauga, Alabama

Type of Establishment (Factory, mine, wholesaler, etc.): Contract Printer

Identify principal product or service: Color Comics for Newspapers

The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8 (a), subsections (1) and (3) and (5) (List subsections) of the National Labor Relations Act, and these unfair labor practices are unfair labor practices affecting commerce within the meaning of the act.

2. Basis of the Charge (Be specific as to facts, names, addresses, plants involved, dates, places, etc.)

The employer has:

(1) Interfered with, restrained and coerced the employees in the exercise of their rights under Section 7;

(2) Discriminated against employees with regard to hire and tenure of employment and conditions of employment to discourage membership in the undersigned charging labor organization;

(3) Refused to bargain collectively with the representatives of his employees;

(4) By the above acts and by other acts and conduct within the past six months the Employer has interfered with, restrained or coerced employees in the exercise of rights guaranteed in Section 7 of the Act.

NATIONAL LABOR RELATIONS BOARD
Docket No. 10CA5942 OFFICIAL EXHIBIT NO. G.C. 1(a)
Disposition: Identified; Received ✓; Rejected
In the matter of Dixie Color Printing
4/21/65 Witness Reporter RHC

3. Full Name of Party Filing Charge (If labor organization, give full name, including local name and number)

INTERNATIONAL TYPOGRAPHICAL UNION

4. Address (Street and number, city, zone, and State)

301 S. Union Boulevard, Colorado Springs, Colorado

Telephone No. 636-2341

5. Full Name of National or International Labor Organization of Which It Is an Affiliate or Constituent Unit (To be filled in when charge is filed by a labor organization)

INTERNATIONAL TYPOGRAPHICAL UNION, AFL-CIO

6. DECLARATION

I declare that I have read the above charge and that the statements therein are true to the best of my knowledge and belief.

By /s/ J. R. Goldthwaite, Jr.
(Signature of representative or person filing charge)

J. R. Goldthwaite
Attorney
(Title, if any)

December 11, 1964
(Date)

WILLFULLY FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

U.S. GOVERNMENT PRINTING OFFICE: 1960—O-546170

GPO 862-484

BEST COPY
from the origin

G. C. Exhibit 1(c)

COMPLAINT AND NOTICE OF HEARING

It having been charged by International Typographical Union, herein called the Union, that Dixie Color Printing Corp., herein called Respondent, has engaged in, and is engaging in, unfair labor practices affecting commerce as set forth and defined in the National Labor Relations Act, as amended, 29 U. S. C. Sec. 151, et seq., herein called the Act, the General Counsel of the National Labor Relations Board, herein called the Board, on behalf of the Board, by the undersigned Regional Director for the Tenth Region, issues this Complaint and Notice of Hearing pursuant to Section 10(b) of the Act and Section 102.15 of the Board's Rules and Regulations, Series 8, as amended.

1.

A copy of the charge, filed on December 14, 1964, was served on Respondent by registered mail on December 15, 1964.

2.

Respondent is, and has been at all times material herein, an Alabama corporation maintaining its office and plant at Sylacauga, Alabama, where it is engaged in the printing, sale and distribution of nationally syndicated newspaper comics.

3.

Respondent, during the past calendar year, which period is representative of all times material herein, sold and shipped products valued in excess of $200,000 directly to customers located outside the State of Alabama.

4.

Respondent is, and has been at all times material herein, engaged in commerce within the meaning of Section 2(6) and (7) of the Act.

AVAILABLE
bound volume

5.

The Union is, and has been at all times material herein, a labor organization within the meaning of Section 2(5) of the Act.

6.

Plant Manager Joseph T. Clinton, Press Foreman John Leck Horton and Chief Electrician Wilbur Holmes are, and have been at all times material herein, supervisors within the meaning of Section 2(11) of the Act.

7.

Respondent, by its following-named supervisors and agents, on or about the dates set opposite their respective names, interrogated its employees in and about the vicinity of its plant, concerning their union membership, activities and desires, and the union membership, activities and desires of other employees:

Press Foreman John Leck Horton	November 21, 1964
Chief Electrician Wilbur Holmes	November 23, 1964.

8.

Respondent, by its supervisor and agent, Press Foreman John Leck Horton, on or about November 21, 1964, in and around its plant, promised its employees time and a half and double time pay and discontinuance of Sunday work if they refrained from joining or engaging in activities on behalf of the Union.

9.

Respondent, by its supervisor and agent, Press Foreman John Leck Horton, on or about November 21, 1964, in or around its plant, promised its employees that it would establish a plant committee to process grievances of its employees if they refrained from joining or engaging in activities on behalf of the Union.

10.

Respondent, by its supervisor and agent, Chief Electrician Wilbur Holmes, on or about November 20, 23, and 27, 1964, threatened its employees in and about the vicinity of its plant that it would close the plant if the Union were successful in its organizational campaign.

11.

Respondent, by its following-named supervisors and agents, on or about the dates set opposite their names, photographed and recorded motion pictures of the picket line activities of its employees:

Plant Manager Joseph T. Clinton	December 22, 23 and 29, 1964
Press Foreman John Leck Horton	December 23 and 24, 1964.

12.

Respondent, by its supervisor and agent, Chief Electrician Wilbur Holmes, on or about November 20, 1964, in and about the vicinity of the plant, threatened its employees that it would reduce the work days if the Union were successful in its organizing campaign.

13.

All production and maintenance employees of Respondent at its Sylacauga, Alabama, plant including press room employees, stereotype room employees, and mailing room employees, but excluding all office clerical employees, professional and technical employees, guards and supervisors as defined in the Act, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act.

14.

On or about November 16, 1964, a majority of employees in the unit described in paragraph 13 above, designated and selected the Union as their representative for the purposes of collective bargaining with Respondent with respect to rates of pay, wages, hours of employment and other terms and conditions of employment.

15.

At all times since November 16, 1964, the Union has been, and is, the representative of a majority of the employees in the unit described in paragraph 13 above, for the purposes of collective bargaining, and, by virtue of Section 9(a) of the Act, has been, and is, the exclusive representative of all the employees in said unit for the purposes of collective bargaining.

16.

On or about November 23, 1964, and at all times thereafter, the Union requested Respondent to bargain collectively with respect to rates of pay, wages, hours of employment, and other terms and conditions of employment with the Union as the exclusive representative of all employees in the aforesaid unit.

17.

Respondent, on or about November 30, 1964, and thereafter, unilaterally and without prior notification to, or consultation with the Union, reduced the hours of employment of the following-named employees included in the unit described in paragraph 13, above:

Oscar Clifton
Shaphan Grant
Billy Carden
Thomas Smith
Gary Smith
David Wilemon
Jerry Dees
George Hickey
Harmon Allen
Frank Gene Graham
John Nickolson
Buster Bryant
Bobby Gaston
John Thomas
James Reese, Jr.
William F. Osborn
Charles Mizzell
Jerry Lawler
Ronnye Jackson
Harold Ogle
Dura Williams
George Blankenship
Oscar Roughton

18.

Respondent reduced the hours of its employees as alleged in paragraph 17 above, because of their membership in, and activities on behalf of, the Union and because they engaged in concerted activities with other employees for the purpose of collective bargaining and other mutual aid and protection.

19.

Respondent, on or about November 23, 1964, and at all times thereafter, refused and has continued to refuse to bargain collectively with the Union as the exclusive representative of all the employees in the aforesaid unit.

20.

On or about December 16, 1964, employees of Respondent ceased work concertedly and engaged in a strike.

21.

The strike described in paragraph 20, above, was caused and prolonged by the unfair labor practices of Respondent described in paragraphs 7, 8, 9, 10, 11, 12, 17, 18 and 19, above.

22.

The acts of Respondent alleged in paragraphs 17 and 19 above constitute unfair labor practices affecting commerce within the meaning of Section 8(a)(5) and (1) and Section 2(6) and (7) of the Act.

23.

The acts of Respondent alleged in paragraphs 17 and 18 above constitute unfair labor practices within the meaning of Section 8(a)(3) and (1) and Section 2(6) and (7) of the Act.

24.

The acts of Respondent alleged in paragraphs 7, 8, 9, 10, 11 and 12 above constitute unfair labor practices affecting commerce within the meaning of Section 8(a)(1) and Section 2(6) and (7) of the Act.

PLEASE TAKE NOTICE that on the 27th day of April, 1965, at 10:00 a.m., Central Standard Time, at the Talladega County Courthouse, Talladega, Alabama, a hearing will be conducted before a duly-designated Trial Examiner of the National Labor Relations Board on the allegations set forth in the above Complaint, at which time and place you will have the right to appear in person, or otherwise, and give testimony.

YOU ARE FURTHER NOTIFIED that, pursuant to Section 102.20 and 102.21 of the Board's Rules and Regulations, Respondent shall file with the undersigned Regional Director, acting in this matter as agent of the National Labor Relations Board, an original and four (4) copies of an Answer to said Complaint within ten (10) days from the service thereof, and that unless it does so, all the allegations in said Complaint shall be deemed to be admitted to be true and may be so found by the Board.

Issued at Atlanta, Georgia, this 26th day of February, 1965.

/s/ Walter C. Phillips
Regional Director Tenth Region
National Labor Relations Board

[SEAL]

* * *

G. C. Exhibit 2

INTERNATIONAL
* * * TYPOGRAPHICAL UNION
301 South Union Boulevard, Colorado Springs, Colo.

Donald M. McFee, Representative
516 S. Harrison Ave.
Cary, North Carolina

November 23, 1964

Mr. Joseph T. Clinton, Manager
Dixie Color Printing Corp.
908 W. Fort Williams Street
Sylacauga, Alabama

Dear Mr. Clinton:

Please be advised that the International Typographical Union, affiliated with the American Federation of Labor-Congress of Industrial Organizations, has been authorized in writing by a substantial majority of the employees in your firm who perform work in the production department to represent them for the purpose of collective bargaining on wages, hours and working conditions. The production department operations include all production work in the press room, stereotype room and mailing room (shipping). All journeymen and apprentices employees performing the above described work are included in the collective bargaining group represented by the International Typographical Union.

We are prepared to meet promptly with you and your associates for the purpose of negotiating an acceptable labor-management contract covering wages, hours and working conditions for the employees of your firm as above set forth.

The International Typographical Union has been in existence since 1852. It enjoys a well-merited reputation as a responsible and highly-esteemed trade union composed of 115,000 highly skilled printing craftsmen. The many hundreds of subordinate unions of the ITU maintain contractural relations with thousands of fair-minded employers in the printing and publishing industry in the United States and Canada.

Looking forward to early and amicable negotiating meetings.

Sincerely yours,

/s/ Donald M. McFee
Representative

[I.T.U. Emblem]

G. C. Exhibit 3

PETITION

Mr. Joseph T. Clinton, Manager
Dixie Color Printing Corp.
908 W. Fort Williams St.
Sylacauga, Ala.

We, the undersigned production employees of the Dixie Color Printing Corp. who perform work in the production department of the color comics printing operations, have designated the International Typographical Union in writing to represent us in negotiations for the purpose of collective bargaining for wages, hours and working conditions.

Since we constitute a substantial majority of all production employees performing work in the press room, stereotype room and mailing room, which is the production department, we, therefore, request that the Dixie Color Printing Corp. recognize the International Typographical Union as our bargaining representative.

/s/ James Robert Gaston
/s/ Buster Bryant
/s/ John W. Thomas
/s/ Frank Gene Graham
/s/ Ronnye Edward Jackson
/s/ Oliver Harmon Allen
/s/ Harold Gene Ogle
/s/ Oscar O. Raughton
/s/ B. Norred
/s/ G. Wheeles
/s/ David Wilemon
/s/ Hugh P. Hickey
/s/ Charles C. Mizzell
/s/ O. B. Clifton

/s/ George N. Hickey
/s/ Jerry E. Lawler
/s/ James B. Reese, Jr.
/s/ Jerry A. Dees
/s/ Grover L. Blankenship
/s/ Thomas W. Smith
/s/ John L. Nickolson
/s/ Gary D. Smith
/s/ W. F. Osborn
/s/ Dura Williams

G. C. Exhibit 4

DIXIE COLOR PRINTING CORPORATION

908 West Ft. Williams Telephone 245-7421 Sylacauga, Alabama

December 1, 1964

Mr. Donald M. McFee
INTERNATIONAL TYPOGRAPHICAL UNION
516 South Harrison Avenue
Cary, North Carolina

Dear Mr. McFee:

We have had an opportunity to study and analyze your letter of November 23, 1964, in which you claim to represent a substantial majority of our employees in the Press Room, Stereotype Room, and Mailing Room.

It is our opinion that the unit which you have requested is not appropriate for the purposes of collective bargaining. We are unwilling to recognize your union unless and until the appropriate unit has been determined by the National Labor Relations Board.

We have a good faith doubt of your claim. We have been advised that a number of the employees whose names appear on the petition do not wish to be represented by your union and we understand that a number of other signatures authorizing your union to represent them were obtained through coercion and intimidation. In view of this situation, we are unwilling to agree that your union represents even a substantial number, much less a majority, of our employees in any appropriate unit.

For these reasons among others we will insist that an election be conducted by the National Labor Relations Board after the appropriate unit has been determined before we will recognize your union as the representative of a majority of our employees.

Yours very truly,

DIXIE COLOR PRINTING CORP.

/s/ Joseph T. Clinton

JTC:lad

G. C. Exhibit 5

[INTERNATIONAL
TYPOGRAPHICAL UNION]
301 South Union Boulevard, Colorado Springs, Colo.

[Donald M. McFee, Representative]
516 S. Harrison Ave.
Cary, North Carolina

December 8, 1964

Mr. Joseph T. Clinton, Manager
Dixie Color Printing Corp.
908 W. Fort Williams Street
Sylacauga, Alabama

Dear Mr. Clinton:

This will acknowledge your letter dated December 1, 1964, in which you stated that you were unwilling to recognize the International Typographical Union until such time as an election was conducted by the National Labor Relations Board among your employees. More specifically, you expressed a doubt as to our majority status and you expressed a doubt as to the appropriateness of the unit in question.

While we do not feel that the doubt you express is justified in any respect, we are enclosing a second petition which has been executed by a majority of your employees. This petition was signed freely and voluntarily by these employees in my presence on Friday, December 4, subsequent to your statement questioning our majority status.

Once again we request that you recognize and bargain with the International Typographical Union as the collective bargaining representative of all of your production department employees including press room, stereotype room, and mailing room employees, but excluding office clericals, janitors, guards, supervisors as defined in the Act, and all other employees. This clearly is an appropriate unit for bargaining.

We are prepared to meet promptly with you and your associates for the purpose of negotiating an acceptable labor-management contract covering wages, hours and working conditions for the employees of your Company as set forth above. Therefore, please contact us immediately so that we may make arrangements for negotiations.

Looking forward to early and amicable negotiating meetings, I am,

Sincerely yours,

/s/ Donald M. McFee
Representative

M:l

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

G. C. Exhibit 6

PETITION

Mr. Joseph T. Clinton, Manager
Dixie Color Printing Corp.
908 W. Fort Williams St.
Sylacauga, Ala.

In reply to your statement in a letter posted on the Dixie Color Printing Corp. bulletin board on December 3, 1964, concerning the majority status of the company production employees desiring to be represented by the International Typographical Union:

We, the undersigned production employees of the Dixie Color Printing Corp., who perform work in the production department of the color comics printing operations, have designated the International Typographical Union in writing to represent us in negotiations for the purpose of collective bargaining for wages, hours and working conditions.

Since we constitute a substantial majority of all production employees performing work in the pressroom, stereotype room and mailing room, which is the production department, we, therefore, request that the Dixie Color Printing Corp. recognize the International Typographical Union as our bargaining representative.

/s/ David K. Wilemon
/s/ Dura E. Williams
/s/ Ronnye E. Jackson
/s/ Grover E. Blankenship
/s/ Buster Bryant
/s/ Harmon Allen
/s/ James B. Reese, Jr.
/s/ Frank Gene Graham
/s/ Jerry E. Lawler
/s/ Gary D. Smith
/s/ Thomas Daniel Lavender
/s/ Billy W. Carden
/s/ Calvin Bryant
/s/ William F. Osborn

/s/ James Sanford
/s/ Charles C. Mizzell
/s/ Donald R. Kirk
/s/ Harold G. Ogle
/s/ Jerry A. Dees
/s/ Oscar O. Raughton
/s/ Hugh P. Hickey
/s/ Thomas W. Smith
/s/ O. B. Clifton
/s/ James R. Gaston

G. C. Exhibit 7

DIXIE COLOR PRINTING CORPORATION

908 West Ft. Williams Telephone 245-7421 Sylacauga, Alabama

December 12, 1964

Mr. Donald M. McFee
INTERNATIONAL TYPOGRAPHICAL UNION
516 South Harrison Avenue
Cary, North Carolina

Dear Mr. McFee:

In reply to your letter of December 8, 1964, we have received no facts which would cause us to change the position we set forth in our letter of December 1, 1964.

In order that the questions raised in our letter can be settled at the earliest possible time, we again suggest that you file a representation petition with the National Labor Relations Board. If you do this, we assure you that we will cooperate in every way toward having an early election.

Please send us a copy of the petition when it is filed.

Very truly yours,

DIXIE COLOR PRINTING CORP.

/s/ Joseph T. Clinton

JTC:lad

[Envelope Attached To G. C. Exhibit 7]

Dixie Color Printing Company
908 West Ft. Williams
Sylacauga, Alabama 35150

[Canceled Stamp]

[Postmark -
SYLACAUGA, ALA.
DEC 14, 1964
AM]

Mr. Donald M. McFee
INTERNATIONAL TYPOGRAPHICAL UNION
516 South Harrison Avenue
Cary North Carolina

NATIONAL LABOR RELATIONS BOARD

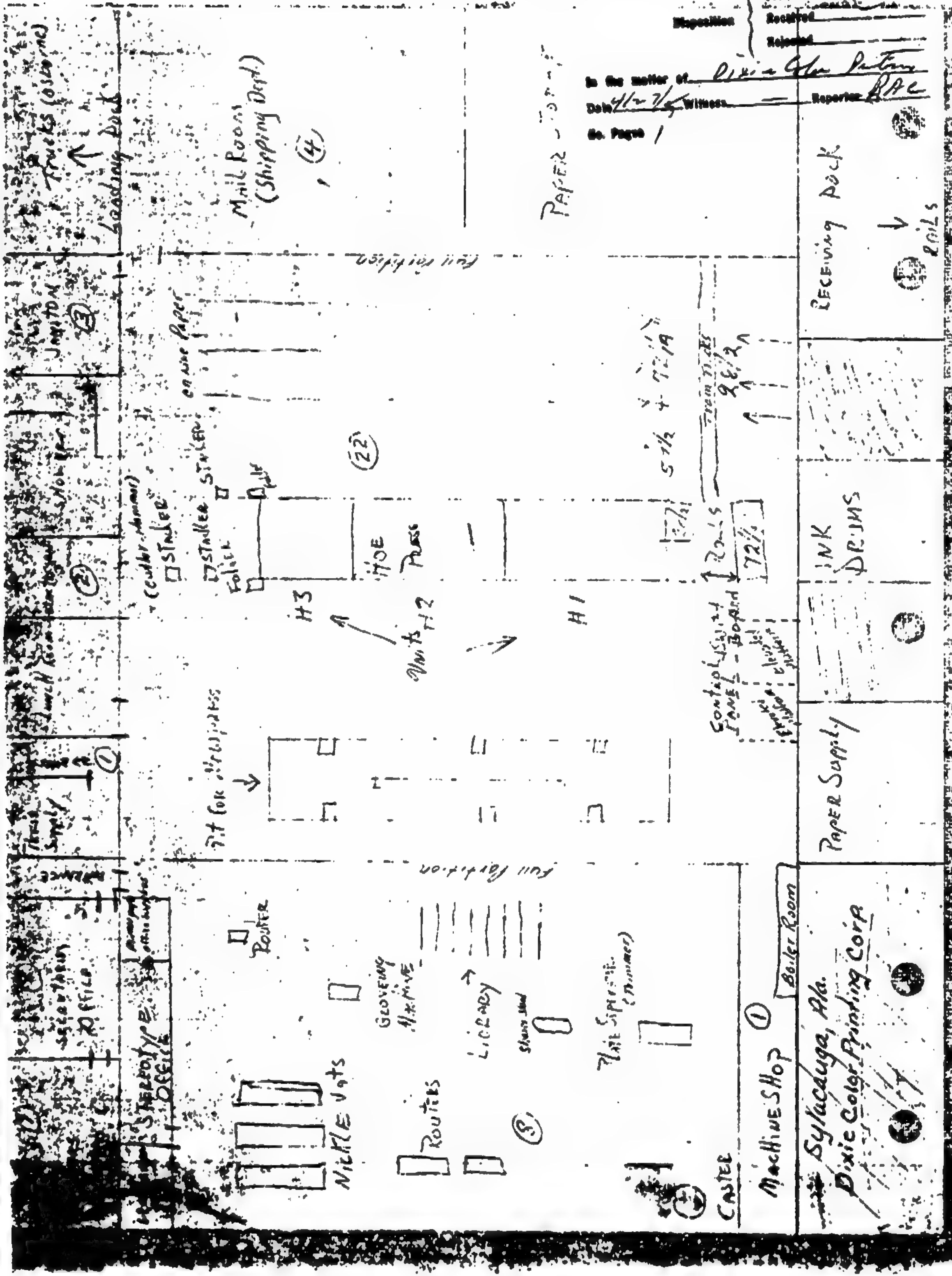
Docket No. 10CA5496 OFFICIAL EXHIBIT NO. GC 8

Disposition: Identified / Received / Rejected

In the matter of Dixie Color Printing

Date 4/27/ Witness — Reporter RAC

No. Pages 1


Trucks (Osborne)
Loading Dock
Mail Room (Shipping Dept.)
(4)
Paper storage
Janitor
(3)
Receiving Dock
Rails
full partition
Stacker
Stacker
Folder
Hoe Press
(22)
H3
Units H2
H1
5 1/2 + 72 1/2
From 71 AB 96 1/2
Rolls
72 1/2
Control Panel
Switch Board
Ink Drums
Paper Supply
Pit for Newsprint
full partition
Router
Glueing Machine
Library
Plate Shaver
Nickle Vats
Routers
(5)
Caster
Machine Shop
(1)
Boiler Room
Sylacauga, Ala.
Dixie Color Printing Corp.
Press Supply
Lunch Room
(2)
(1)
Secretary Office
Stereotype Office

GEN COUNSEL'S EX #8

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from the origi

G. C. Exhibit 9

To: Mr. Bill McHugh, Attorney
10th Region, NLRB, Atlanta, Ga.

Language on picket signs at Dixie Color Printing Corp., Sylacauga, Ala., carried by members International Typographical Union.

1.

DIXIE COLOR
UNFAIR
Sylacauga
International Chapel
Int'l Typographical Union
AFL-CIO

2.

We Constitute Majority
of
Production Employees
DIXIE COLOR
Will Not Bargain
UNFAIR
Sylacauga International Chapel
ITU - AFL-CIO

3.

ON STRIKE
DIXIE COLOR
Refuses to Bargain
Sylacauga
International Chapel
Int'l Typographical Union
AFL-CIO

Submitted by: Donald M. McFee, Representative

Y AVAILABLE
nal bound volume

G. C. Exhibit 10

To: John W. Thomas

Under the terms of the Taft-Hartley Act, you are a supervisor and a representative of management. As a representative of management, you may not take any part whatsoever in union activities or union affairs. If you take part in such activities, you will be subjecting the Company to charges before the National Labor Relations Board.

I want to instruct you at this time that you must not do anything whatsoever which would in any way subject our Company to any kind of charges before the National Labor Relations Board. If you do so, it will be necessary for me to take disciplinary action against you up to and including discharge. If you have any question about this instruction, I want you to ask it at this time. If you have no question, I will expect you to carry out this instruction.

Dated this 1st day of December 1964.

/s/ Joseph T. Clinton
DIXIE COLOR PRINTING CORP.

/s/ Linda Davis
WITNESSETH

G. C. Exhibit 11

RULES FOR OPERATING PRESS 2022

This press will be operated by five men. One of which will be in charge and four assistants. The following duties of each employee is explained below.

MAN-IN-CHARGE: The man-in-charge will have general supervision of the entire press, the control of its operation, and be responsible for the volume of production, the quality of printing, and other matters explained specifically in the following rules.

FIRST ASSISTANT: Will have charge of the lubrication of this press, also supplying ink to the fountains. The detailed duties of the men are also outlined in the following rules.

SECOND ASSISTANT: Will have charge of supplying newsprint rolls to the press. Duties are also outlined in the following rules.

THIRD AND FOURTH ASSISTANTS: Will have charge of the printed product delivered from the press, including jugging, placing copies into bundles and stacking bundles neatly on pallets. Duties are also outlined in the following rules.

Before leaving press area, assistants must first obtain permission of the man-in-charge. This is required so that not more than one assistant will be absent from press at any one time.

THE SPECIFIC DUTIES OF EACH EMPLOYEE SHALL BE AS FOLLOWS:

MAN-IN-CHARGE: Shall have ALL employees working on press under his authority and he must see that each is performing his duties properly in accordance with the rules. The pressman will also be in complete charge of push button control and none shall start press unless he so directs. The man-in-charge is responsible for general appearance of all printed matter produced on his shift.

1. After each job change he shall check over entire press and make certain there are no tools, rags, waste materials or other matter around press.

2. The tools must be checked to be sure all tools have been cleaned and returned to proper place before press is set into motion.

3. To check ALL paper break detectors and see that they are in proper contact with web before setting press into high speed. This rule applies for every time press is stopped for purpose of making job changes and particularly following each web break, where detectors may have been raised or the regular arrangement of the press disturbed in any manner.

4. Upon starting each job, pressman must be sure ALL WEBS ARE PROPERLY ALIGNED and that the top, bottom, side, and center margins are correctly positioned, also check page back-up of each web. Immediately following this operation printed copy must be checked with job envelope and and layout supplied, checking carefully that page numbers, page positions, dates or edition numbers, prices, illustrations and dates of each comic compare correctly with the layout. Compare each printed page (both top and bottom plates) to be sure each color plate corresponds correctly with the progressive proofs. All advertisements must read word for word making sure advertisement is in perfect register and match the progressive proof exactly. THIS CHECK MUST BE MADE AT THE START OF EACH SHIFT REGARDLESS OF WHETHER THIS JOB WAS PLACED ON PRESS OR RUN ON A PREVIOUS SHIFT.

As soon as ink and compensators are properly set, the pressman will check register and general printing qualities of the job. If any plates, advertisements or other important pages printing badly out of register, heavy or light impression, improper makeready apparent he will stop press immediately to correct this condition and proceed to run until lunch period or next job change, at which time the pressman will mark copy for re-registering operation, indicating the proper amount to move plate with colored cards.

DO NOT MOVE COMIC PLATES THAT ARE WITHIN A GREEN CARD THICKNESS OF REGISTERING. If three-quarter portion of comic is in register do not move plate in attempt to correct the one-quarter portion. This does not apply to advertisements.

A marked copy and all tools necessary for this operation will be distributed to each assistant and his position assigned on press, so that re-register may be made in a minimum of time.

5. After job has been re-registered the pressman must CHECK CONSTANTLY one of every 1000 copies printed for the following: Proper back-up, top, bottom, side and center margins, correct compensation, flow of ink, light or heavy impression; also that plates are printed clean and sharp and evidence of plates printing in the white margins.

If plates are found printing in white margins or clips printing, the pressman must immediately check the plate and blanket.

After re-register has been completed and flow of ink properly adjusted so that printed copy is as near perfect as possible to matching progressive proof, fifteen copies — unless otherwise indicated — should then be selected and wrapped.

Constantly checking color and necessary fountain adjustments are required to insure a perfect printed match of progressive proofs.

6. The pressman must see that folder is delivering neatly and that stacker is functioning properly at all times, so that assistants working at the delivery are receiving correct number of papers in each kick and correct numbers of copies contained in each bundle. Count five consecutive kicks half way through shift before lunch and again half way through shift after lunch.

7. It is the duty of the pressman to make an hourly inspection of entire press and keep constantly alert for irregular sounds or improper functionings of the machine. Also to make written report of worn or broken parts of press detected during this inspection.

He must keep press bench neat and clean and see that the floor area about the press is free from paper, waste and excessive oil and grease. Also that scrap paper and oily rag cans are maintained in their proper places at all times.

8. In case of a web break, roll changes or stoppage of press for any other reason, pressman will check over copies preceding break or stoppage, and copies after starting press, to make certain proper page order is maintained, and that no copies with missing pages or bad register or imperfect printing are permitted to pass as good copies. This must be checked personally by the pressman.

9. The pressman will be responsible for the volume of production delivered from this press and this volume must be kept to an average set by the office. The ability of the pressman will be determined by his production and by keeping to a very minimum the number of web breaks and spoilage.

10. One hour before each job change, the man-in-charge will check to be sure plates are placed around press in the proper positions, also instruct and supply each assistant with necessary tools and aprons, indicating his duties and section to be changed and location during the job change operation. Each member of the crew must wear an apron and always keep the plating wrench in pocket of apron when not in use. DO NOT LAY PLATING WRENCH OR ANY OTHER TOOLS ON FRAME OF PRESS.

11. It is also his duty to completely fill in skid flags and be sure no skid leaves the press without an attached skid flag. Also fill in Press Run Report, Makeready Report, completely signed Lubrication Booklet, and Web-Break Report, and upon completing each job, turn in the Page-Layout envelope with two sample copies and the Skid Report.

12. He must also save a copy at the start and end of each shift, marking at the top of page one the pressman's name, date, time and counter reading. Also file four copies of first proof and make certain to include one first-proof containing any plating errors and improper engaging of decks and indicate the name of the employee responsible for making the mistake. Also, one before and after re-registering,

indicating exactly what plates were moved during this operation. When making web break reports, be as specific as possible to indicate exact location in press where web break occurred.

13. If press was down on the previous shift, the man-in-charge MUST CHECK to make certain the two switches are turned on the MAIN LUBRICATING SYSTEM and functioning properly. These two switches are located on the grease drum platform at the rear of the press. A red light at the lower part of the electrical control will indicate that the grease system is not functioning properly. DO NOT OPERATE THE PRESS IF THIS RED LIGHT APPEARS. Serious damage may result if press is operated without proper lubrication.

If the press is scheduled down following the close of his duty, the man-in-charge must disengage the two main electrical switches in the boiler room. These two switches are clearly marked Press 2022 and Press 2022-A. Likewise these two switches must be turned on upon starting duty when press has been scheduled down.

Also very important if press has been down for one or more shifts is to make certain that ALL THREE DOORS are closed in the electrical control room and be sure the fan is operating in the electrical grid room.

14. One of the most important rules for the man-in-charge to follow is NEVER TO LEAVE THE FOLDER UNATTENDED AT ANYTIME. Always call upon the First Assistant or the Second ASSISTANT to be in attendance during your absence.

DUTIES OF FIRST ASSISTANT

1. Lubricate press and supply ink fountains, and clean press according to printed schedule provided.

2. The following is a cleaning schedule for each unit, folders and angle-bar arrangement:

(7:00 to 3:00 Shift) — Thoroughly clean Unit No. 1, and Drive-side Folder, including the frames, platforms and other parts of the entire unit.

(3:00 to 11:00) — Thoroughly clean Unit No. 2 and entire angle-bar arrangement, including the frames, platforms, and other parts of the entire unit.

(11:00 to 7:00 Shift) — Thoroughly clean Unit No. 3 and Off-Drive side Folder, including the frames, platforms and other parts of the entire unit.

3. When greasing parts of folder during lunch period, the First-Assistant must always blow out Folder end wipe paper dust and excessive oil and grease from folding and collecting cylinders.

4. A lubrication table has been provided at the Off-Drive side of the press to contain a supply of lubricating oils and grease. Also brushes to clean press and container for excessive oil and grease removed from the press. It is the duty of the oiler to keep this table neat and clean at all times.

5. Relieve the man-in-charge of the press when he must be absent from position at the folder.

DUTIES OF SECOND ASSISTANT

1. Prepare paper rolls and operate reels and pasters according to rules provided.
2. Lubricate reels according to rules provided.
3. Keep white waste, paper wrappers neatly in receptacles provided.
4. Keep accurate records of rolls used, white waste, web breaks, on forms provided.
5. When removing rolls from storage, be sure to use the entire carload before starting new car.
6. Keep floor area in vicinity of reels clean and orderly.

DUTIES OF THIRD AND FOURTH ASSISTANT

1. Keep folder clean, making certain to keep floor area in vicinity of folder clean and orderly. Use air hose provided to blow out the folder at each lunch period.

2. Check the card file at the start of each job for proper instructions regarding the number of copies contained in each kick, in each bundle, and correct number of bundles on each pallet.

3. Exceptional care must be exercised to job each kick neatly, also be sure correct number of copies are contained in each kick. Count five consecutive kicks at the start of each shift, also two hours after the start of duty and again directly after lunch period and two hours after lunch period. Notify man-in-charge immediately of any incorrect count.

4. Be sure to stack bundles neatly on pallets and make certain no bundles over-hang on either side of the pallet, also that no corners or copies are turned over when stacking bundles on previous layer of copies.

5. Always consult the man-in-charge if you are in doubt about considering copies to be discarded as spoils. NEVER permit spoiled copies to be included in in shipments to our customers.

6. A warning signal has been provided to indicate an automatic paster has been made at the reels. Make certain to remove the copy before the paster flag, the paster copy with flag, and the copy directly after the paster. Do not permit any paster copies to leave our plant.

7. Watch carefully that copies from one side of delivery are not mixed with copies from opposite side, as this will cause great concern to our customers.

8. We have instructed our customers to return the skid flags on any errors they may detect. These skid flags will indicate the employee responsible for these errors.

GENERAL RULES TO BE OBSERVED BY ENTIRE PRESS CREW

1. Before closing carriages, be sure that no tools, paper, or other foreign matter are left in press. Also make certain to wipe all slides clean and check that no cards or other materials are present on slides that may prevent a tight lock-up of carriages. Do not use excessive pressure when tightening both carriage locks.

2. Plate wrenches must be checked each morning by the machinist crew to make certain each wrench has the proper amount of torque. NEVER IMMERSE THE PLATE WRENCHES INTO SOLVENT FOR CLEANING. These plating wrenches must be cleaned by wiping with rags.

3. It will be very necessary to re-adjust the trolleys, nipping rollers and folding rollers when changing from a light to a heavy product and from a heavy to a light product in order to maintain a proper delivery.

4. In order to consider an automatic paster completed, it will be necessary to start when the expiring roll nears the core and paster completely passes through the folder. If the web breaks anywhere between these two points, it must be considered a paster failure and indicated as such on the Web-BREAK Report.

As near as possible be specific as to the location the web-break occurred.

5. Always report immediately to the man-in-charge any excessive heat or wear that may indicate any misfunction of the press; also report any missing tools, worn, broken or missing parts of the press. This verbal report must be supplemented by a written quadruplicate report and filed in the office.

NOTICE TO ALL PRESSMEN REGARDING THE PLACING OF BLANKETS ON CYLINDERS

When placing new red rubber blankets and .026 Spherekote drawsheets on the cylinder, make certain to AVOID OVER-TIGHTENING.

Test plates must be placed on the entire section of plate cylinder. Only draw up Spherekote blanket sufficiently tight enough to fit the cylinder snugly. Turn the cylinder over at least ten times and tighten Spherekote slightly. Repeat this operation three times MAKING CERTAIN NOT TO DRAW SPHEREKOTE BLANKET TOO TIGHT.

Upon starting press after new blankets have been placed on impression cylinder, run press for ten minutes, then draw up on each blanket only enough to remove the stretch. This should be done again after two hours of running. Avoid OVER-TIGHTENING.

RULES FOR PLATING HOE PRESS

GENERAL RULES FOR PLATING PRESS

All standard plates will be stamped B-R-Y indicate BLUE, RED, YELLOW plate. The stamping in the upper right hand corner indicate the head of the plate.

All standard plates must be placed in the plate box with the head of the plate to the right of the box and the black plate in the top compartment, blue in the third, red in the second, and the yellow in the bottom compartment. The placing of plates in boxes is a very important operation and must be done accurately. All plates must be in their proper compartments before returning to the library.

The tabloid plates will be stamped B-R-Y at the top-center of the plate. All tabloid plates must be placed in the box with the head to the outside of the box and likewise with the black in the top compartment, blue in the third, red in the second and yellow in the bottom compartment.

All necessary information regarding the plate will be indicated on the card in the box, such as, name of job it is to run in; page number; issue date; section; name of comic or ad and the position on the page will be circled on the left of the card; H for head, C for center, B for bottom.

BE SURE when returning job to the library each set is placed in box with the head to the right (tabloids, heads out) and that all four plates are correct and in their proper compartments.

At least one hour before job goes to press the man-in-charge shall anticipate what size the plates are to be removed from the press during the job change, and provide empty plate boxes in the elevating carts for the removal of these plates.

RULES FOR PLATING ONE-THIRD PLATES

1. Wipe off press cylinder. See that center rings and margin bars are clean of cards or other foreign matter and make certain under side of plate is clean.

2. Bring press cylinder into most convenient position. Place head of first plate segment against margin bar at top of page and under the ring. The margin bar at the top of the page will be marked so operator can easily distinguish it. The HEAD of the plate is the TOP part of the plate.

3. Check first plate segment to see that it is securely under the ring and laying flat and rests against the top margin bar.

   It is VERY IMPORTANT THAT THE OPERATOR CHECK THAT THE PLATE FITS THE RING AND LAYS FLAT AGAINST THE MARGIN BAR WITH NO SPACE OPEN EITHER AT THE RING OR AT THE MARGIN BAR.

4. Using the torque plate wrench to TIGHTEN THE CLIP NEAREST TO THE TOP MARGIN BAR AND PROCEED TO TIGHTEN EACH CLIP TO THE OPPOSITE END OF THE PLATE.

5. Place second plate segment on cylinder, position under ring, and bring top of this segment against the bottom of the first plate segment. See that this plate fits into the ring and rests against the base of the top segment, with no space between the two plates, and no space at the ring. WITH PLATE WRENCH TIGHTEN THE CLIP NEAREST THE TOP OF THIS PLATE AND PROCEED TO TIGHTEN ALL CLIPS TO THE OPPOSITE END OF THE PLATE.

6. Place third section of plate on cylinder, position it under the ring and bring it against the bottom margin bar, with no space open either at the ring or at the bottom margin bar. WITH THE PLATE WRENCH TIGHTEN THE CLIP NEAREST THE BOTTOM MARGIN BAR AND PROCEED TO THE OPPOSITE END OF THE PLATE.

RULES FOR PLATING ONE-HALF PLATES

TOP ONE-HALF PLATE

1. Bring cylinder into most advantageous working position.
2. Clean cylinder, rings and margin bars and make certain under side of plate is clean.
3. Put spacer into slot of top margin bar and push up so that shoulder of spacer rests against top margin bar.
4. Place top plate segment into the ring and bring grooved plate segment against shoulder of the spacer. CHECK to see that spacer is far into the margin bar as it will go, and that groove in plate segment is tight against shoulder of spacer.
5. Using the torque plate wrench START TO TIGHTEN THE CLIP NEAREST THE TOP MARGIN BAR AND PROCEED TO TIGHTEN EACH CLIP TO THE OPPOSITE END OF THE PLATE.

BOTTOM ONE-HALF PLATE

1. Bring cylinder into most advantageous working position.
2. Clean cylinder, rings and margin bars, make certain under side of plate is clean.
3. Place spacer into slot of bottom margin bar so that shoulder of spacer rests against bottom margin bar.
4. Push bottom half of plate segment into the ring and bring groove in the bottom half of the plate against the shoulder of the bottom spacer. CHECK to see that spacer is as far into the margin bar as it will go, and that groove in plate segment is tight against shoulder of spacer.
5. Using the plate torque wrench START TIGHTENING THE CLIP NEAREST THE BOTTOM MARGIN BAR AND PROCEED TO TIGHTEN EACH CLIP TO THE OPPOSITE END OF THE PLATE.

RULES FOR PLATING MAST-HEADS AND SMALLER PLATES THAT ARE GROOVED

1. Bring cylinder into most advantageous working position.
2. Clean cylinder, rings, and margin bar and be sure under side of plate is clean.
3. Place grooved mast-head plate into ring and press grooved area of plate as far into the top margin bar as it will go. Check to see that shoulder of head plate rests against the top margin bar, making certain there is no space between the plate and margin bar.
4. Using the plate wrench START TO TIGHTEN THE CLIP NEAREST THE TOP MARGIN BAR AND PROCEED TO TIGHTEN EACH CLIP TO THE OPPOSITE END OF THE MAST-HEAD PLATE.
5. Place the one-third (1/3) or one-half (1/2) plate whichever it may be into the ring. Bring this plate against the mast-head plate so that under cut of one-third (1/3) or one-half (1/2) plate comes to rest over grooved part of mast-head plate, making certain there is no space between either plate.
6. Again using plate wrench START TO TIGHTEN THE CLIP NEAREST THE TOP OF THIS PLATE AND PROCEED TO TIGHTEN EACH CLIP TO THE OPPOSITE END OF THE PLATE.
7. Proceed with other one-third or one-half plates on this page in the manner described before.

RULES FOR PLATING FULL PLATES

1. Bring cylinder into most advantageous working position.
2. Clean cylinder, rings and margin bars and be sure under side of plate is clean.
3. All full plates are to be placed AGAINST THE BOTTOM MARGIN BAR and pressed securely under the ring.

4. The one-third plate opposite the full plate will also be placed against the bottom margin bar and into the ring.

5. Using the torque plate wrench start to tighten the clip nearest the bottom margin bar and proceed to tighten each clip to the opposite end of the plate.

6. The center one-third plate is placed on the cylinder and positioned into the ring. Register this plate against the bottom set and start to tighten the clip nearest the bottom of the plate and proceed to tighten each clip to the opposite end of the plate.

7. The top one-third plate is then placed on the cylinder and positioned into the ring and placed against the top margin bar. THE FOLLOWING IS A VERY IMPORTANT PROCEDURE. Start to tighten the clip nearest to the bottom of this plate and proceed to the top margin bar.

8. When one-half plates are used opposite full plates the following procedure shall be followed: Place spacer into groove of bottom margin bar so that the shoulder of spacer comes to rest against the bottom margin bar. Put bottom one-half plate on the cylinder and position into the ring and bring grooved plate against shoulder of the bottom spacer. Check to see that spacer is far into the margin bar as it will go, and that groove in plate segment is tight against shoulder of spacer.

9. Using torque plate wrench start to tighten the clip nearest the bottom margin bar and proceed to tighten each clip to the opposite end of the plate.

10. Place spacer into the groove of the top margin bar so that the shoulder of spacer comes to rest against the top margin bar. Put the top one-half plate on the cylinder and position into the ring then bring grooved plate against shoulder of the top spacer. Check to see that spacer is far into the top margin bar as it will go, and that groove in plate segment is tight against shoulder of spacer. THE FOLLOWING IS A VERY IMPORTANT PROCEDURE: Start to tighten the clip nearest the bottom of this plate and proceed to the top margin bar.

FOLLOWING ARE GENERAL RULES THAT MUST BE OBSERVED WHEN PLATING PRESS CYLINDERS.

1. NEVER LEAVE BARRING BAR IN HUB. Remove it as soon as cylinder is in position.

2. NEVER LOCK PLATE ON PRESS unless you are SURE it is correct plate, and in correct position. If in DOUBT, CONSULT man in charge.

3. Check plates for cracks or porous areas on clip side. If plate is porous consult man in charge.

4. Always return any discarded plates to library.

5. Use care in removing and returning plates to plate boxes. Do not scratch or damage the plate.

6. Plates removed from press must go directly into plate boxes in proper color compartments. DO NOT LEAVE PLATES ON PLATFORMS OR ANY PART OF PRESS. NEVER STACK PLATES OR PUT ONE ON TOP OF THE OTHER.

7. All tools used in plating the press must be cleaned and returned to proper place in tool cabinet.

8. Cards, cleaning rags, or any other material must never be left on press frames, cylinders or platforms, at any time.

9. Aprons are provided to carry tools for plating press. Never lay any tools on press cylinders, frames, or platforms. KEEP TOOLS IN APRON POCKETS.

10. Report immediately any defective press clips, tools, or other material to man in charge.

11. Plate wrenches must be checked each morning to make certain each wrench has the proper amount of torque. NEVER IMMERSE THE PLATE WRENCHES INTO SOLVENT FOR CLEANING. Wrenches must be cleaned by wiping with rags.

12. POSITIVELY NO SMOKING IN THE PRESSROOM!

G. C. Exhibit 12

[G. C. Exhibit No. 12 was withdrawn]

G. C. Exhibit 13

Non Supervisory Employees
Employed in Production and Maintenance
on November 23, 1964 at
Dixie Color Printing, Sylacauga, Alabama

NAME	CLASSIFICATION
Horton, F.	Maintenance
Holmes, W.	Maintenance
Williams, A. L.	Maintenance
Kelly, F.	Maintenance
Lavender, T.	Maintenance
Davis, J. W.	Maintenance
Grant, S.	Pressman
Allen, O. H.	Pressman
Reese, J.	Pressman
Raughton, O.	Pressman
Osbourn, W. F.	Pressman
Norred, B. J.	Pressman
Bryant, B.	Pressman
Mizzell, C.	Pressman
Gaston, J. R.	Pressman
Graham, F. G.	Pressman
Jackson, R.	Pressman
Lawler, J.	Pressman
Ogle, H.	Pressman
Williams, Dura	Pressman
Blankenship, G.	Pressman
Dees, J.	Pressman
Smith, G.	Pressman
Smith, T.	Pressman
Wilemon, D.	Pressman
Hickey, H.	Shipping
Pullen, R.	Shipping
Clifton, O. B.	Shipping
Williams, David	Plating
Carden, B.	Plating
Sanford, J.	Stereotyper
Bryant, Calvin	Stereotyper
Brown, R.	Stereotyper
Kirk, D. R.	Stereotyper

G. C. Exhibit 14

PRESS RUN REPORT

Press No.	Shift	Date ....
Pressman	Oiler	
Pressman	Oiler	
Pressman	Delivery Man	
Rollman	Delivery Man	

JOB	JOB	JOB ....
Issue .... No.Pages ...	Issue .... No.Pages ...	Issue .... No.Pages...
End Shift..... Time	End Shift...... Time	End Shift.... Time ....
Start Shift ... Time	Start Shift .... Time	Start Shift .. Time ....
Total Run	Total Run	Total Run ....
JOB	JOB	JOB ....
Issue .... No.Pages ...	Issue .... No.Pages ...	Issue .... No.Pages ..
End Shift .... Time	End Shift...... Time	End Shift..... Time ....
Start Shift... Time	Start Shift .... Time	Start Shift ... Time ....
Total Run	Total Run	Total Run ....

Reregistering Operation, Total Time	Number Imprints Changed ....
Start .... Finish	Number Run Changes ....
Number Plates Moved	Number Color Sets Changed ....
Number Sheets Hung	Total Web Breaks......Time Lost ......
File copy before and after registering, indicating plates moved and number on counter	..... Size ...." ....Size ...."

Remarks: .... Total Time Press Down ....

Pressman's Signature ....

All press delays must be indicated on press run reports in a specific manner, stating the exact time for each individual operation necessitating a delay. All copies filed in office must indicate initials of pressman, shift date and counter reading.

In the fiscal year ended May 20, 1963

THE INTERNATIONAL TYPOGRAPHICAL UNION

Received from its members through dues payments a total of $28,467,414.85. It paid back to its members, in direct benefits, a total of $25,111,279.91.

Here is the proof:

Received from members in per capita tax and assessments	**$28,467,414.85**
Returned to members as follows—	
1,972 mortuary benefits	**$ 956,054.50**
13,477 pensioners	**15,083,059.45**
Defense benefits	**8,116,006.76**
213 members in Union Printers Home	**800,583.64**
1,257,672 copies Typographical Journal	**155,575.56**
	$25,111,279.91

(From Table 32, Secretary-Treasurer's Annual Report)

PRINTED IN U. S. A.

BOOK of LAWS of the INTERNATIONAL TYPOGRAPHICAL UNION

EFFECTIVE JANUARY FIRST

1964

Respondent's Exhibit 1

[illegible]

[illegible] required to pay dues and assessments [illegible] on or before the tenth day [illegible] Section 1, article ix, bylaws [illegible] not comply with this provision [illegible] Delinquent members [illegible] working in union offices and are [illegible] of the benefits of the International Typographical Union, except that the mortuary benefit [illegible] death occurs within the thirty-day period [illegible] expiration of a current working card.

A [illegible] becomes suspended for non-payment of [illegible] in arrears. Suspension does [illegible] upon action by the local union. [illegible] and results simply from the [illegible] failure to pay dues and assessments as required by law. It occurs on the tenth day of the month [illegible] the member becomes four months in arrears.

Suspended members may be reinstated as provided in sections 12-15 article [illegible] bylaws. The suspended member who works at the trade within the jurisdiction of a local union while under suspension is not eligible for reinstatement and can only regain membership by making new application.

A suspended member who reinstates as provided in the bylaws restores his continuous membership as of the date of his last suspension but he is not eligible to apply for admission to the Union Printers Home or for the old age pension within a period of one year after date of reinstatement, and if death occurs within ninety days after reinstatement, the mortuary benefit can not be paid.

Constitution

BYLAWS, GENERAL LAWS AND CONVENTION LAWS

of the

INTERNATIONAL TYPOGRAPHICAL UNION AND THE UNION PRINTERS HOME

together with

The Joint Agreement with the International
Printing Trades Unions Comprising the
International Allied Printing Trades Association

Compiled and Published by
Elmer Brown, President
and
William R. Cloud, Secretary-Treasurer
of the
INTERNATIONAL TYPOGRAPHICAL UNION
Colorado Springs, Colorado
1964

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CONSTITUTION

1964

ARTICLE I—JURISDICTION

SECTION 1. This body shall be known as the INTERNATIONAL TYPOGRAPHICAL UNION OF NORTH AMERICA. Its jurisdiction shall include all branches of the printing and kindred trades, other than those over which jurisdiction has been conceded by agreement. In it alone is vested power to establish subordinate unions of printers (and all other skilled employes not otherwise herein excepted), mailers and kindred trades, and its mandates must be obeyed at all times and under all circumstances. To the International Typographical Union of North America is reserved the right to fix, regulate and determine all matters pertaining to fellowship in its branches of the printing and kindred trades; while to subordinate unions is conceded the right to make all necessary laws for local government which do not conflict with the laws of the International Union. The International Typographical Union reserves the right to re-establish jurisdiction over any branch of the industry and establish jurisdiction over all new processes of work in the industry when the vital interests of the union are affected. The Executive Council is hereby authorized to take such action when deemed necessary to the welfare of the International Typographical Union. The International Typographical Union will not be a part of, nor be affiliated with, any other organization which by its laws, or otherwise, provides or claims control over the internal affairs of the International Typographical Union, its relations with other unions or its jurisdiction over work processes existing or potential.

SEC. 2. A charter may be issued to eight or more eligible applicants in any city or town. Only one English-speaking subordinate union in any distinctive craft shall be chartered in the same place; but a charter may be granted to printers or mailers of, and working in, a foreign tongue, and such printers or mailers may join an English-speaking union in any place where a union in their mother tongue does not exist.

SEC. 3. The distinctive names of the several subordinate branches shall be: Of the printers, typographical unions; of the mailers, mailers' unions; and of other allied crafts or trades, in such [illegible] the distinctive name of each branch.

SEC. 4. All charters granted by the International Typographical Union shall be in form as follows:

CHARTER

INTERNATIONAL TYPOGRAPHICAL UNION

To All to Whom These Presents Shall Come:

KNOW YE, That the International Typographical Union of North America, established for the purpose of effecting thorough organization of the craft, and composed of subordinate unions and members in different sections of the country, doth upon proper application and under condi-

tions herein provided, hereby grant unto....................

....

and to their successors, this charter for the establishment

and future maintenance of a subordinate union at.........

....to be known as

Union No. ....of......................

Now, the conditions of this charter are such, That said union forever and under any and all circumstances shall be subordinate to and comply with all the requirements of the constitution, bylaws and general laws or other laws of the International Typographical Union as they may from time to time be altered or amended: That said union shall for all time, be guided and controlled by all acts and decisions of the International Typographical Union as they may from time to time be enacted: That should the subordinate union above chartered take advantage of any powers, privileges or rights conferred under the laws as they may exist at any time, said action shall not prevent the International Typographical Union from recalling, amending, changing or abolishing any such powers, privileges or rights.

So long as the said union adheres to these conditions, this charter to remain in full force; but upon infraction thereof, the International Typographical Union, may revoke this charter, thereby annulling all privileges secured hereunder.

IN WITNESS WHEREOF, We have hereunto set our hands and affixed the Seal of the International Typographical

Union, this......day of.................................., 19....

.................................., Secretary and Treasurer;

...., President

ARTICLE II—LAWS

SECTION 1. The International Typographical Union shall exercise complete and unrestricted authority to define its jurisdiction; enact, enforce and amend as provided in its constitution and bylaws all laws for the government of the International Union, its subordinate unions and its officers and members throughout its entire jurisdiction.

SEC. 2. The laws of the International Typographical Union shall be comprised in:

(a) The constitution shall contain an outline of the fundamental principles, policies and purposes of the organization; declare the jurisdiction of the International Union and subordinate unions; define the duties and salaries of officers; provide for conventions and fix the basis of representation; establish an obligation for members; provide for appeals and penalties; authorize traveling and withdrawal cards; provide for an official publication and the Typographical Union label; regulate all matters pertaining to dues and assessments or the raising of revenue.

(b) The bylaws shall contain all laws relating to membership in the International and subordinate unions; qualifications and election of officers and their specific duties; for the government of subordinate unions and members; charges and trials and appeals; qualifications and election of delegates; auditing of accounts and reports relating to the institution, maintenance and administration of a system of benefits; providing for the care of diseased, aged and infirm members and all laws for internal government of the International Union.

(c) The general laws shall contain only any and all laws relating to contracts and scales of prices; conditions of employment, and the relation of subordinate unions and individual members to the employer.

(d) The convention laws shall contain laws, rules of order, committees, etc., for government of sessions of the International Union and its deliberations.

SEC. 3. The constitution shall only be amended by referendum vote, in the manner hereinafter set forth.

SEC. 4. Bylaws and general laws may be enacted by the convention of the International Typographical Union, but shall in nowise conflict with the constitution, or any part thereof.

ARTICLE III—CONVENTIONS

SECTION 1. The Convention of the International Typographical Union shall convene annually in August or September on a Saturday to be designated by the Executive Council not less than one year before the date on which the Convention is to convene, and at such place as the delegates in Convention assembled may designate. The selection of convention cities may be made two years in advance. All the arrangements for the same to be made by and at the expense of the International Typographical Union.

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ARTICLE IV—REPRESENTATION

SECTION 1. Subordinate unions are entitled to representation in convention of the International Typographical Union according to the following apportionment: Unions with one hundred members or less, one delegate; more than one hundred and less than five hundred members, two delegates; more than five hundred and less than one thousand members, three delegates; one thousand members, four delegates; and for each additional two thousand members, one additional delegate. Two or more subordinate unions, having a membership of less than one hundred members each, may combine and elect one delegate, the certificate of a delegate so chosen to be signed by the president and secretary of each of the unions he represents.

SEC. 2. Each delegate shall be entitled to one vote, and no proxies shall be allowed.

ARTICLE V—OFFICERS AND ELECTIONS

SECTION 1. The elective officers of the International Typographical Union shall be a President, a First Vice-President, a Second Vice-President, a Third Vice-President who shall be a mailer, a Secretary-Treasurer, a Board of Auditors consisting of three members, such number of delegates to the American Federation of Labor and Congress of Industrial Organizations as this body is entitled to by law, such number of delegates to the Canadian Labor Congress as this body is entitled to by law (who must be Canadian members), such number of nominees as may be necessary to fill vacancies in the membership of the Union Printers Home corporation, and an Agent to the Union Printers Home.

SEC. 2. The elective officers of the International Typographical Union shall be nominated by the local unions and elected by the membership in a manner which shall be specifically set forth in the bylaws.

SEC. 3. The term of office of all elective officers, except auditors, shall be for two years, or until their successors are elected and qualified. At least one auditor shall be elected at each biennial election for a term of four years. No person while serving as auditor shall accept any other office or employment in this union. The term of office of the elective officers, other than auditors, chosen at the May election shall be from July 15 for a full term of two years. Members of the Board of Auditors' terms of office shall begin November 1.

ARTICLE VI—DUTIES OF OFFICERS

PRESIDENT

SECTION 1. The President shall attend and preside at all conventions of the International Typographical Union during his term of office; he shall at all times exercise a general supervision over all officers of the International Union; he shall make his official residence in the city of Colorado Springs, Colorado, and shall give his entire time to the duties of his office; he shall have authority, should he become satisfied that any officer is derelict in the performance of any duty, or has been guilty of any dishonest act, to suspend such officer from his official position. He shall be ex officio the nominee of the International Typographical Union for the office of President of the Union Printers Home corporation, and one of the delegates to the American Federation of Labor and Congress of Industrial Organizations. He shall perform such other duties as appertain to his office or as may be required by law.

THE VICE-PRESIDENTS

SEC. 2. The First Vice-President shall assist the President in the discharge of his duties, and shall perform the duties of President in his absence, death, incapacity or resignation from office. He shall attend all sessions of the International Typographical Union. He shall make his official residence in Colorado Springs, Colorado, and shall devote his entire time to the business of this union.

SEC. 3. The Second Vice-President and the Third Vice-President shall assist the President in the discharge of his duties. They shall attend all sessions of the International Typographical Union. They shall make official residence in Colorado Springs, Colorado, and shall devote their entire time to the business of the union.

THE SECRETARY-TREASURER

SEC. 4. The Secretary-Treasurer shall attend all conventions of the International Union, and shall devote his entire time to the business of this union; he shall, in connection with the President, establish an office in the city of Colorado Springs, Colorado, which shall be the official headquarters of the International Union, and where all books, records, etc., shall be kept; he shall be the custodian of the funds of the International Union, and shall, under the direction of the Executive Council, deposit all funds of the International Union in some responsible bank or banks in said city; he shall give bond with a solvent guarantee company as surety payable to the President as trustee for the International Typographical Union and its members in the sum of $500,000 previous to assuming office, which bond shall be paid for by this union and shall be approved by the Executive Council; he shall also be secretary of the Executive Council, and perform such other duties as may be required by law. He shall be ex officio the nominee of the International Typographical Union for the office of Secretary-Treasurer of the Union Printers Home corporation. Any bond executed by a guarantee company to the President as aforesaid shall insure to the successors of such President as trustee for the International Typographical Union and its members and for any breach of such bond the President as trustee for the International Typographical Union and its members is hereby authorized to bring suit in his name as such President for the benefit of the International Typographical Union and its members.

THE EXECUTIVE COUNCIL.

SEC. 5. There shall be an Executive Council, consisting of the President, the First Vice-President, the Second Vice-President, the Third Vice-President and the Secretary-Treasurer, which body shall have general supervision of the business of the International Union and of subordinate unions.

THE BOARD OF AUDITORS

SEC. 6. The Board of Auditors shall convene at International headquarters on the second Monday of July and January each year, and its duties shall be to audit the books and accounts of the Secretary-Treasurer of the International Typographical Union and the officers of the Union Printers Home corporation, closely examining all items of receipt and expenditure. The auditors shall have power to employ at the expense of the union any necessary expert assistance and shall be required to disallow all expenditures not duly authorized. The report of the auditors, showing the condition of the books and accounts, attested by a notary public, shall be published in The Typographical Journal next following completion of the audit. If such audit should show any important error, or any defalcation, or misappropriation of funds, the President, with the consent of the Executive Council, shall immediately suspend the officer or officers responsible therefor, and proceed at once legally to secure the union or the Home Corporation from loss. Compensation for the auditors shall be as fixed by sections 2 and 3, article viii, constitution.

THE AGENT

SEC. 7. It shall be the duty of the Agent, in the event of the Union Printers Home corporation neglecting or refusing to comply with the provisions of the deed under which the land on which the Home is situated was transferred, or disobeying any of the orders of the International Typographical Union, to enter upon and take full possession of the property as the custodian of the International Typographical Union; Provided, That it shall be the duty of the agent to attend one meeting of the Board of Trustees during his tenure of office.

REPRESENTATIVES

SEC. 8. The President shall have power to appoint such number of representatives as he deems to be necessary to transact the business of the International Typographical Union. Before commissions are issued to representatives appointed by the President their appointment shall receive approval of a majority of the Executive Council: Provided, The President shall have a sole authority to make temporary appointments in cases of emergencies where the representative is required to act as proxy for the President. Representatives, appointed by the President, with the approval of the Executive Council, shall hold office for a period of two years, or until the expiration of the current term of office of the President who makes the appointment: Provided, That the President, with the approval of the Executive Council, may remove any representative at any time such action is deemed necessary. Representatives shall perform such duties as are assigned to them by the President, under the direction and control of the President. For such time as they are required to devote to the business of the International Union the compensation and traveling expenses of representatives shall be fixed by the Executive Council, in accordance with sections 2 and 3, article viii, constitution. Representatives who are regularly assigned under the provisions of this section shall be allowed a vacation of three weeks with pay in each year.

ARTICLE VII—VACANCIES IN OFFICE

SECTION 1. If for any reason there occurs a vacancy in the Executive Council, official notification of such vacancy shall be sent to secretaries of all subordinate unions within seventy-two hours after such vacancy occurs, and a special election shall be held the first Wednesday after the expiration of ninety days from date of vacancy: Provided, When there remains less than nine months of the time of office, the vacancy shall not be filled. In a special election to fill a vacancy the name of any member otherwise eligible receiving the endorsement of twenty subordinate unions shall be printed upon the ballot, which shall be prepared thirty days prior to the date of such special election. Only endorsements received previous to the time herein fixed for printing ballots shall be accepted to establish eligibility. In the event of a vacancy in the office of Secretary-Treasurer the First Vice-President shall perform the duties of the office until the vacancy is filled as herein provided.

SEC. 2. When for any reason a vacancy occurs in any elective office, other than the Executive Council, such vacancy shall immediately be filled by the Executive Council. Where the term of office in which the vacancy occurs extends beyond the next regular International election such vacancy shall be filled for the unexpired term at such regular election. A member chosen by the Executive Council to fill a vacancy shall hold office until a successor is elected, as above provided, and qualifies. In filling a vacancy in a general election the qualifications of candidates shall be the same as are provided for candidates for a full term.

ARTICLE VIII—SALARIES AND EXPENSES

SECTION 1. The salary of the President, Vice-Presidents and Secretary-Treasurer, in full for services rendered by each of said officers during their term of office shall be computed as follows:

For the President, for services rendered as President of the International Typographical Union and as President of the Board of Trustees of the Union Printers Home, three (3) times the average full time weekly wages of the membership per week. First Vice-President, Second Vice-President, Third Vice-President, two and one-half (2½) times the average full time weekly wages of the membership per week. Secretary-Treasurer, for service rendered as Secretary-Treasurer of the International Typographical Union and as Secretary-Treasurer of the Board of Trustees of the Union Printers Home, three (3) times the average full time weekly wages of the membership per week. The average full time weekly wage rate shall be taken from the Secretary-Treasurer's annual report and shall be put into effect every July 15.

SEC. 2. The compensation of any officer other than President, First Vice-President, Second Vice-President, Third Vice-President, or Secretary-Treasurer, or any member performing service under direction of the President or Executive Council shall be set by the Executive Council.

SEC. 3. When any officer or member is required to perform service away from his home, he shall be allowed in addition

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to the amounts set forth above, first-class railroad fare or transportation fare by plane or payment of ten cents (10c) per mile for use of automobile when this mode of transportation is more adaptable to the efficient performance of official duties, by the shortest route to and from his destination, and per diem expenses in an amount to be set by the Executive Council: Provided, That an itemized bill shall in all cases be rendered.

SEC. 4. The President, First Vice-President, Second Vice-President, Third Vice-President and Secretary-Treasurer shall, on their first election, be entitled to traveling expenses from their home to the headquarters of the International Union, and also on return at close of official term. They shall also be allowed a vacation of thirty days in each year.

ARTICLE IX—REVENUE AND FUNDS

SECTION 1. The revenue of the International Typographical Union shall be derived as follows: A per capita tax of $1.00 per month which shall include subscription for The Typographical Journal, to be paid by every member of the International Typographical Union except those members domiciled at the Union Printers Home. The per capita tax, together with assessments as herein provided, shall be collected and transmitted to the Secretary-Treasurer of the International Typographical Union.

An additional assessment for the old age pension and mortuary funds according to the following classifications:

(a) Active members (including members working at the trade and seeking work at the trade)—Two and one-half per cent upon total earnings.

(b) Active members not working at the printing trade (members whose cards are deposited with a subordinate union who follow other pursuits, and members not seeking work at the printing trade)—Two and one-half per cent upon the maximum scale (for day work) of the union with which member is affiliated

(c) Proprietor members whose cards are deposited with a local union—Two and one-half per cent upon the maximum scale (for day work) of the union with which member is affiliated.

(d) Members employed by the union (local or International)—Two and one-half per cent upon total earnings.

(e) Members in unorganized towns—Members holding traveling cards but not working at the printing trade, $6.25 per month.

(f) Members in unorganized towns—Members holding traveling cards who work at the printing trade as journeymen or foremen—Two and one-half per cent upon total earnings.

(g) Proprietor members in unorganized towns—Members holding traveling cards and operating offices of their own—$6.25 per month

(h) Sick and disabled members—Members incapacitated because of sickness or any disability and who have no earnings during the month shall be exempt from the pension and

mortuary assessment for each full month of such sickness or disability, but for not longer than three months; thereafter two and one-half per cent upon the maximum scale (for day work) of the subordinate union, but not more than $1.75 per month during the period of disability. (See section 8, article ix, bylaws.)

(i) Pensioners—Members who draw the old age pension, 60 cents per month: Provided, That if a pensioner earns more than $100 in any one month he must pay two and one-half per cent on earnings as the pension and mortuary assessment.

(j) Members drafted into the armed forces of the United States or Canada shall be exempt from the payment of International Typographical Union assessments, beginning with the month of draft and ending with the month of release from active duty as determined by military records. Members who enlist for service in the armed forces of the United States or Canada in time of war or national emergency decreed by the Congress of the United States or Parliament of Canada, or who enlist for service in the armed forces of any country that may be allied with the United States or Canada in a war for a common cause or during the time when such armed forces are engaged in active combat with the military forces of another nation which presents a threat to the security of the United States or Canada shall be exempt from the payment of International Typographical Union assessments, beginning with the month of enlistment and ending with the month of discharge as determined by military records. Members who enlist in the armed forces of the United States or Canada during periods of peace, and members in the armed forces who re-enlist when the United States and Canada are not engaged in active combat with the military forces of another nation shall not be entitled to exemption of assessed payment as provided above. The purpose of the law is to protect those members who fulfill their patriotic duty, while conferring not at-trade classification on those who choose any branch of the armed services as a profession.

Members in military or naval service who are exempt assessments are required to pay ITU per capita tax and such local dues as the laws of the local union require.

(k) Pensioners—Members who have a continuous membership of 70 years or more shall be exempt from all dues and assessments to the International Typographical Union.

SEC. 2. The balance in the mortuary fund shall be maintained at $1,000,000. The pension and mortuary assessment shall be apportioned after receipt at headquarters as follows: to the mortuary fund an amount equal to mortuary benefits paid during the month, the remainder to the old age pension fund.

SEC. 3. It is further ordered the rates above provided shall remain in effect until such time as the reserve in the pension fund shall have reached the sum of $2,000,000, when the rate of assessment shall revert to two and one half per cent upon earnings as in effect prior to this amendment.

SEC. 4. The per capita tax of the International Union shall be apportioned as follows: Fifty cents to the Union Printers

Home fund; the balance to the general fund, together with such additional revenue as shall be derived from the sale of charters and supplies to subordinate unions at prices fixed by law.

SEC. 5. International dues for each month shall be collected by subordinate unions and shall be transmitted to the Secretary-Treasurer of the International Typographical Union before the twentieth of the succeeding month. Unions failing to conform to these provisions shall be considered delinquent and debarred from benefits: Provided, That unions located so far from headquarters as to make it impossible for their dues to reach there within the prescribed time shall not be considered delinquent if their remittances bear postmark date prior to the fifteenth of the succeeding month.

SEC. 6. No member residing within the jurisdiction of a subordinate union shall be classified as an unattached member or permitted to pay dues and assessments as such to the International Secretary-Treasurer.

SEC. 7. The general fund shall be used to defray all expenses of the International Typographical Union except disbursements for the pension fund, the mortuary fund and the Home fund.

SEC. 8. On the death of each member in good standing, a death benefit shall be paid to the designated beneficiary in amounts as follows, except as otherwise provided by International law:

For a continuous membership of one year or less, $50.

For a continuous membership of more than one year and less than two years, $125.

For a continuous membership of two years and less than three years, $175.

For a continuous membership of three years and less than four years, $250.

For a continuous membership of four years and less than five years, $325.

For a continuous membership of five years and less than ten years, $400.

For a continuous membership of ten years and less than fifteen years, $475.

For a continuous membership of fifteen years or over, $500.

Any member who has been suspended from membership and subsequently reinstated, in accordance with the laws of the International Typographical Union, shall not be entitled to any benefit if death occurs within three months after such reinstatement.

SEC. 9. The mortuary benefit fund shall be used for the purpose of disbursing mortuary benefits.

SEC. 10. All money to the credit of the Union Printers Home fund shall be transferred to the Secretary-Treasurer of the Union Printers Home corporation.

SEC. 11. The old age pension fund shall be used for the purpose of maintaining and disbursing pensions to aged and superannuated members.

SEC. 12. The Executive Council shall have the power and authority to transfer monies and/or securities of this union totaling not more than one million dollars ($1,000,000) from one fund to another whenever deemed necessary to maintain the integrity of this organization: Provided, None of the monies and/or securities in excess of the foregoing limitation of one million dollars ($1,000,000) credited to the Pension and/or Mortuary fund shall ever be transferred to other funds of the International Typographical Union or to any other organization unless such transfer (specifically designated by amount and as to the purpose for which such transferred funds are to be used) is authorized by a referendum vote of the membership of the International Typographical Union.

SEC. 13. No convention or meeting, nor any official or member of the International Typographical Union of North America, shall have power to appropriate or use any moneys or securities in the treasury of this union, nor property or collateral in its possession or custody, for the purpose of bestowing upon any person or number of persons any gift of intrinsic value, granting any gratuity, or as payment for any intangible service rendered or claimed to have been rendered unless expressly authorized by referendum vote.

[On May 26, 1915, a date subsequent to the adoption of section 13, the members of the International Typographical Union voted affirmatively on the following question in a referendum election:]

Shall the Executive Council of the International Typographical Union be authorized to expend such sums of money from the general fund of the organization as may be necessary to continue the conduct of the business of the International such as payment for services of employes and representatives, strike benefits and special assistance when necessary, officers' and organizers' expenses, printing, publicity campaigns, convention expenses, as provided in the constitution, bylaws, general laws, convention laws and the agreement creating the International Allied Printing Trades Association as printed in the Book of Laws?

SEC. 14. There shall be a defense fund maintained at a minimum of $500,000. A one-half of one per cent assessment shall be levied on total earnings of all active members (except sick and incapacitated members and pensioners) to establish the fund and shall be in effect for three months after the fund reaches $500,000. When the balance of the fund falls below $500,000 the assessment shall again be levied for three months. This fund shall be used for defense purposes.

SEC. 15. There shall be established a strike benefit fund from which shall be paid benefits only for (a) strikes, (b) lockouts, and (c) members deprived of their usual opportunities for work by shutdown of a plant caused by strike of another union. Money in this strike benefit fund shall be used for no other purpose. A one per cent assessment on total earnings of all active members (except sick and incapacitated members and pensioners) shall be levied for three months to establish the fund. Whenever the bal-

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ance of the fund falls below $500,000 the assessment shall again be levied and shall be in effect for three months after the fund reaches $500,000.

ARTICLE X—PENALTIES

SECTION 1. The charter of any subordinate union which shall fail or refuse to pay its per capita tax and other moneys, or any part thereof, within three months after becoming due, shall be suspended. The Secretary-Treasurer shall give such derelict union thirty days' notice of the action to be taken.

SEC. 2. Any subordinate union which shall fail to make reports required by law or the Executive Council, or which shall neglect or refuse to obey any law or legal mandate of the International Typographical Union or Executive Council may be fined or have its charter suspended by the Executive Council.

SEC. 3. Any officers of the International Union may be impeached by the Executive Council, and if the charges are proven shall be disqualified to further discharge the duties of his office, and the vacancy shall be filled in accordance with the laws of the International Typographical Union.

ARTICLE XI—APPEALS

SECTION 1. All appeals from the decision of a subordinate union shall be submitted, in written or printed form only, to the Executive Council of the International Typographical Union (one copy of complete papers to be furnished the Executive Council; both appellant and respondent must retain complete copies to be used in case of appeals to convention) and decision rendered by that body. Should either party feel aggrieved at the decision of the Executive Council he shall have the right to appeal, in printed form only, to the succeeding convention of the International Typographical Union, which judgment shall be final.

SEC. 2. Appellant and respondent shall furnish copies of papers in complete form to each other, and shall be entitled to submit replies to these original articles.

ARTICLE XII—OBLIGATION

Every person admitted to this union either as a journeyman or apprentice member shall subscribe to the following obligation:

SECTION 1. I (give name) hereby swear (or affirm) that I will, in good conscience, and to the best of my ability, comply with and perform the Duties of Membership of the International Typographical Union, all of which shall in no way interfere with any duty I owe to God or my country.

DUTIES OF MEMBERSHIP

SEC. 2. Every applicant for membership shall be required to sign and thereby pledge adherence to the statement of duties of membership included in this article which shall apply to and be binding upon the applicant in relation to membership in the union. No application shall be acted upon until this requirement has been met. The signed statement shall be filed with the application.

SEC. 3. Every member of the union shall be bound by the duties of membership included in this article and as it may be amended from time to time.

SEC. 4. It is the duty of each and every member to refrain from revealing any business or proceedings of the International Typographical Union or any subordinate union unless such information has been published or released for publication by the executive officers of the International Typographical Union or, in matters pertaining only to local unions, by the executive officers of the local union affected. It is the duty of members not to reveal business declared confidential by their employer.

SEC. 5. It is the duty of each and every member of the International Typographical Union to comply with all the laws, rules, regulations and decisions of the International Typographical Union and of any subordinate union thereof to which the member may belong and to support both in furthering the interests of the union in legal manner and by legal means as adopted by the union; it being understood that no subordinate union laws, rules, regulations and decisions shall be in violation of civil laws or the laws, rules, regulations and decisions of the International Typographical Union.

SEC. 6. It is the duty of each and every member of the union to accord courtesy, fair treatment and co-operation to other members in the carrying out of the duties of membership regardless of membership in any other group or organization of any kind whatsoever.

SEC. 7. It is the duty of each and every member of the union not to belong to any group or organization of any kind which advocates the overthrow of the government of the United States or Canada by force and violence. The Communist party has been proven such an organization.

SEC. 8. It is the duty of each and every member of the union not to belong to any group or organization of any kind, secret or otherwise, which seeks to disrupt union business or elections by procedures or tactics influenced or controlled by employers or their agents.

SEC. 9. It is the duty of each and every member of the union elected or appointed to any office or committee or delegated to perform service of any kind for the International Typographical Union or any agency or subordinate union thereof to perform such voluntary accepted duties to the best of his knowledge and ability.

SEC. 10. Any violation, evasion or failure to perform the duties of membership as herein defined may be the subject of charges and trials as provided in the bylaws of the International Typographical Union.

SEC. 11. All other "obligations" mentioned throughout the Book of Laws of the International Typographical Union are hereby repealed. Where reference is made to the "obligation" it shall be understood to be article xii, ITU constitution.

ARTICLE XIII—TRAVELING CARD AND WITHDRAWAL CARD

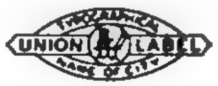
SECTION 1. The International Union shall issue, in blank form, cards of appropriate design to be known as the "Traveling Card," and the "Withdrawal Card," which shall be furnished subordinate unions at prices fixed by law, to be used by members in good standing on proper application being made therefor.

ARTICLE XIV—THE OFFICIAL PAPER

SECTION 1. There shall be published monthly by the Secretary-Treasurer a paper of thirty-two or more pages, to be non-political and non-sectarian, and to be known as "The Typographical Journal: Official Paper of the International Typographical Union of North America," which shall be, so far as practicable, the International Typographical Union's official organ of communication to subordinate unions.

ARTICLE XV—THE LABEL

SECTION 1. The label, stamp or device used, and intended to be used, by this Union, for the purpose of distinguishing the products of the labor of the members of this Union, shall consist of an imprint containing the words "Typographical Union Label," together with the name of the city or town in which is located the local union using said label. Said label shall be of the following design:



SEC. 2. This Union shall, through its principal officers cause said label, stamp or device to be registered in all states and territories and provinces where registration is or may hereafter be authorized by law, and all registrations heretofore made of said label are hereby adopted and confirmed; and shall, through its principal officers, issue to local unions or subordinate bodies said label, stamp or device in such sizes as may be necessary and expedient.

SEC. 3. No subordinate union or combination of subordinate unions shall issue a label of different design than contained in section 1 of this article, nor shall more than one design be used in any jurisdiction.

SEC. 4. The Executive Council shall have identification insignia designed for use with or on type, plates, matrices and reproduction proofs or other forms of prints, the type of which is the product of union offices. The identification insignia shall be issued in the forms of logotypes and punches and shall incorporate the Typographical Union Label in the design. The Executive Council shall promulgate such rules and regulations as it deems necessary regarding the issuance and revocation of the identification insignia.

ARTICLE XVI—AMENDMENTS

SECTION 1. Amendments to the constitution of the International Typographical Union may be enacted only by referendum vote of the general membership. Such amendments may be initiated only in one of three ways, as follows: (a) The Executive Council may initiate and submit any proposition or amendment a majority of its members deems necessary. Such propositions or amendments to be published to the craft at least thirty days before taking the vote thereon. In the event any general law of the ITU is unenforceable or proscribed because of federal court decision or action, the Executive Council may amend said general laws to conform therewith for use in collective bargaining in the United States during the term of said disability or until further amendment by a convention or referendum vote of the membership. (b) Convention may initiate any proposition or amendment a majority of the delegates deems necessary. Subordinate unions shall then discuss the proposed amendments, and at a date which shall be designated by the Executive Council, but which must be within three months from the adjournment of the convention, the proposed amendment shall be voted upon by the members of subordinate unions, and the vote in detail forwarded under seal to the Secretary-Treasurer of the International Typographical Union within ten days after the date set by the Executive Council for the taking of said vote, when the International President and Secretary-Treasurer, and one member of the local union, who shall be selected by the President of this body, shall canvass the vote and declare the result to the craft, and should a majority of the votes cast be in favor of the amendment it shall go into effect sixty days after the canvass of the vote on the same. (c) After one month's notice to its members any subordinate union may by local referendum initiate any proposition or amendment and submit to other subordinate unions for endorsement. Whenever such initiative petition has been endorsed by 150 subordinate unions, the endorsement of such petition having been secured within three months from the date said petition was initiated, it shall be submitted to a vote of the general membership. The proposals as submitted for the endorsement of subordinate unions with results of referendum of initiating subordinate union shall be published in the first issue of The Typographical Journal following the receipt of 150 endorsements by subordinate unions. The Secretary-Treasurer shall publish in the next issue after the three months have elapsed the full list of all unions endorsing any proposition or amendment. Within thirty days following such publication the proposal shall be submitted to a vote of the membership, which shall be taken on a day designated by the Executive Council, and canvassed in the same manner as amendments and propositions referred to the membership by a convention of the International Typographical Union. It shall be the duty of the Secretary-Treasurer to prepare ballots and submit any proposition or amendment initiated in either of the three ways provided: Provided, If for any reason the Secretary-Treasurer shall fail or refuse to prepare ballots and submit any proposition or amendment which has been properly

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initiated and endorsed, the President of the International Typographical Union shall perform the function.

SEC. 2. Propositions submitted to subordinate unions for endorsement or to the membership for adoption as herein provided shall be drafted in proper form and shall include all sections or articles amended or repealed by such proposition: Provided, For this purpose amendments or propositions shall be deemed to be in proper form if their purpose is clear and the intent understandable. Laws or parts of laws to be repealed shall be placed in brackets, and amendments to existing laws and new laws shall be printed in bold-face type.

SEC. 3. The action of a subordinate union endorsing a proposition or amendment initiated by another subordinate union shall be irrevocable.

SEC. 4. All propositions or amendments adopted by the membership of the International Typographical Union, unless otherwise provided, shall be in force and effect sixty days after the canvass of the vote on the same.

SEC. 5. The bylaws and general laws adopted by a convention of the International Typographical Union shall become effective on January 1 next following. Propositions or amendments submitted to the membership by a convention, if adopted, also become effective on January 1 next following.

SEC. 6. Conventions of the International Typographical Union shall have power to enact bylaws and general laws for the government of the craft, but all laws involving increased taxation shall be submitted to a referendum vote.

ARTICLE XVII—CONFLICTS AND CHANGES

SECTION 1. All laws and parts of laws in conflict with this constitution are hereby repealed or changed in accordance therewith, and the Secretary-Treasurer is hereby authorized to make necessary changes.

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ARTICLE I—RELATIONS WITH OTHER PRINTING TRADES UNIONS

SECTION 1. In a jurisdiction where more than one International union has issued charters, an allied printing trades council shall be formed, in pursuance of the provisions of the agreement between the five international unions of the printing trade.

SEC. 2. The agreement governing the International Allied Printing Trades Association and signed by the five international unions thereof establishes an association the objects of which "are to designate the products of the labor of the members thereof by adopting and registering a label or trademark designating such products; and to engage in such other co-operative efforts as may be decided upon by its Board of Governors to be in the interests of the members of this association. It is obligatory on members of this association, its officers and local councils to bear in mind this object and not confuse it with the internal affairs or duties of the several unions comprising this association as to organization and other internal matters."

The Executive Council of the International Typographical Union is hereby authorized and instructed to seek separate agreement with other international unions to such agreement, the object of which shall be to obtain the co-operation of said unions for other purposes: Provided,

(a) Any international union may, at any time revoke its adherence to the separate agreement without in any way affecting the "association agreement" heretofore in effect since 1911 and amended in 1955 or the rights of any union thereunder.

(b) Each international union adopting the separate agreement accepts the duty and responsibility of enforcing the obligations of any subordinate union thereof which may fail or refuse to perform any obligation under the terms of the agreement.

(c) The Executive Councils of the several international unions may as deemed expedient amend the separate agreement to better attain mutually satisfactory procedure for the joint negotiation and adoption of contracts and scales; joint action in defense of the union; joint action in organization work and in legislative activity affecting the graphic arts industry.

SEC. 3. Where two or more subordinate unions of the International Typographical Union are represented in a local Allied Printing Trades Council [illegible] may call upon the Executive Council to decide questions of jurisdiction or international policy.

SEC. 4. Where dual unionism is involved the Executive Council may name the delegates of the local union to the local Allied Printing Trades Council or the Executive Council may bar delegates from a local union from participating in meetings and decisions of such local councils.

SEC. 5. The Executive Council is hereby authorized and instructed to seek co-operation of other printing trades unions in any other way possible to bring joint action of a defensive character and joint action in improvement of the several unions and is empowered to enter into agreement with printing, publishing and kindred unions in the formation of an organization among the crafts to promote unionization of the unorganized in the industry; to advocate subordinate unions jointly negotiating contracts with employers; to co-operate in legislative matters affecting the civil and legal rights of the unions; to pool economic strength and resources in defense of the unions and to promote unification of the craft unions into a departmentalized industrial union.

SEC. 6. No merger with any printing trades union involving the ITU shall be consummated unless approved by referendum vote of the membership.

SEC. 7. Whenever others invade the jurisdiction of the ITU, effective countermeasures shall be taken without limitations to any particular class of work.

ARTICLE II—APPRENTICES

SECTION 1. Local unions shall provide for the appointment or election of a committee on apprenticeship. This committee shall inquire into the educational qualifications of all applicants for apprenticeship; it shall require the apprentice to take the training courses specified by the Bureau of Education, and if it finds the apprentice is not making satisfactory progress it shall report such delinquency to the local union.

SEC. 2. The apprenticeship committee shall keep a lesson progress report for each apprentice. It shall recommend that the union cancel the apprentice membership of an apprentice who does not submit at least one lesson each month, unless excused due to absence from employment. The committee shall submit to the Bureau of Education such information as required for the purpose of establishing and maintaining a complete record of each apprentice; and a copy of such report shall be kept in the files of the local union as a part of its permanent records. The records shall show the date an apprentice leaves one employer and enters the service of another, which requires the written consent of the Joint Apprenticeship Committee, or approval of the President of the International Typographical Union.

SEC. 3. When the committee has recommended an apprentice applicant and the union has elected him to apprentice membership, the completed application form, together with the signed Duties of Membership, shall be forwarded to the Secretary-Treasurer of the International Typographical Union who shall record him as an apprentice member and assign him a register number.

SEC. 4. Apprentice members shall be encouraged to attend meetings of the union, but shall not have the privilege of voting. They should be appointed to serve with such local union committees as the subordinate union may deem advisable.

SEC. 5. Apprentice members shall pay per capita tax and subscription to The Typographical Journal as provided in the constitution, but shall be exempted from pension and mortuary assessments. They shall pay such local dues and assessments as are lawfully required.

SEC. 6. A subordinate union shall not transfer an apprentice member to the journeyman roll, and no journeyman register number shall be assigned to an apprentice member who has not completed the ITU Lessons in Printing and such other training as the Bureau of Education may require. Mailer, machinist and related trades apprentices are exempted from the requirement of completing the printer Lessons in Printing.

SEC. 7. The President of the International Typographical Union shall have authority to cancel the membership of any person transferred to the journeyman roll in violation of the provisions of this article, and may impose a penalty not to exceed $25 on offending unions.

SEC. 8. The Bureau of Education shall formulate a system of credits allowing for previous experience; ITU Lessons in Printing satisfactorily completed; training received on cold-type processes; training on keyboards for typesetting or composition, and special training on printing processes.

SEC. 9. Arrangements should be made to have apprentices trained in all trade processes. Instructions on keyboard-operated linecasting machines must follow basic trade training on all other work. For mailer apprentices, instructions on machines used in mailing must follow completion of basic training in manual skills required in the mailing room.

SEC. 10. Apprentice members must immediately be transferred to journeyman status when they have fulfilled all training requirements for journeyman membership, by completing and filing a certificate of transfer provided by the Secretary-Treasurer of the International Typographical Union. Failure of an apprentice, on completion of his apprentice training, to file his application for transfer to the journeyman roll shall be sufficient cause for cancellation of his apprenticeship.

SEC. 11. The ratio of apprentices to journeymen shall not be increased by hiring new apprentices when apprentices are called into the military or naval services of the United States or the Dominion of Canada, or their allies, in time of war or for the duration of any period of national emergency proclaimed by the governments of said countries, during the time when such armed forces are engaged in active combat with the military forces of another nation which presents a threat to the United States or Canada. No new apprentices will be permitted to replace those drafted in the military or naval services of the United States or Canada. Upon again reporting for duty the situations and standings formerly held by these apprentices shall be restored to them.

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SEC. 12. In filling apprenticeship vacancies, preference shall be given to apprentice members discharged from the military or naval services of the United States or the Dominion of Canada, or their allies, whose apprenticeship has been interrupted because of suspensions, mergers or consolidations of offices, or for other reasons, subsequent to their induction into such service.

SEC. 13. Local unions may permit new apprentices to temporarily replace those called into military or naval service upon new applicant signing an agreement stating that he is aware that he is taking the place of an apprentice who has been called into service, and that he agrees to vacate the job upon return of such apprentice. Local unions, when replacing an apprentice in service, shall secure a statement from the employer guaranteeing the second apprentice priority in the first opening for a new apprentice and an agreement that the second apprentice's right to work shall not supersede or predate that of the returning serviceman-apprentice. The purpose of this section is to maintain the ratio of apprentices to journeymen provided in the contract.

ARTICLE III—AUDITING ACCOUNTS

SECTION 1. The President shall cause the books and accounts of the Secretary-Treasurer and the officers of the Home corporation to be audited twice a year, as follows: All accounts for the six months ending May 20, within fifteen days after that date; and for same period ending November 20, within fifteen days after that date. For this purpose he shall appoint certified public accountants who shall make a thorough examination and shall submit a report to the President, who shall cause its publication in The Typographical Journal.

SEC. 2. If said report should show any errors of importance, or defalcation or misappropriation of funds of the Secretary-Treasurer, or of any officer of the Union Printers Home corporation, it shall be the duty of the President, with the consent of the Executive Council, to suspend such officer or officers; and he shall proceed at once legally to secure the International Typographical Union from loss, and in accordance with the bond or bonds of said officer or officers.

SEC. 3. The International Typographical Union shall have the right to cause the books and accounts of any Conference or League, composed of members of the union, to be audited where said organization collects or solicits for any other purpose than for maintaining its functions.*

ARTICLE IV—CHAPELS

SECTION 1. In all offices in which three or more members are employed a chapel shall be formed and a chapel chairman elected. In case of failure or refusal of a chapel to elect a chairman, it shall be the duty of the local president to appoint a member to act as chairman.

SEC. 2. The chapel chairman shall be recognized as the representative of the local union for such purposes as are specified in the laws of the International Typographical Union and it shall be his duty to report to the president of

the local union any violation of union law or provisions [illegible] the contract he is unable to adjust satisfactorily. Failure to perform the duties of his office shall render a chapel chairman liable to such penalty as the local union may apply in accordance with the laws governing charges and trials.

SEC. 3. In performing the duties prescribed for him in the laws of the International Typographical Union, pertaining to violations of contract or scales of prices and the enforcement of the five-day week and overtime laws, the chapel chairman shall not be subject to any intervening action by the chapel. As a representative of the local union in such matters he is directly responsible to the local union.

SEC. 4. Chapel dues may be charged and collected in a manner that is equitable. Moneys raised by chapel dues may be used for the purpose of compensating chapel officers and otherwise enabling the chapel to perform functions required of it by International and local laws and the contract governing the office in which the chapel is located. Moneys raised by chapel dues may not be expended for any other purpose unless expressly authorized by a chapel law which does not conflict with any law of the subordinate union.

SEC. 5. Each chapel shall adopt rules for the government of its members. Such rules shall not conflict with local contract, civil law or the laws of the International or local unions. The chapel shall be final authority on application of such chapel rules which shall be confined to chapel matters only. It shall not have authority to interpret, apply, or consider on appeal any matter involving local or International laws or provisions of local contracts, except appeals from discharge when so provided by contract.

SEC. 6. Members of a chapel, even though they constitute a majority of the subordinate union, shall have no right in chapel meetings to take any action amending, suspending, or in any way affecting the laws or contracts of such union.

SEC. 7. It shall not be unlawful for chapels by majority vote to adopt a rule providing for fining a member of the chapel for nonattendance at chapel meetings when present in the office during the time said chapel meetings were being held; for violating chapel rules; provided, said fines shall not exceed ten dollars. Chapels have no authority to fine otherwise.

SEC. 8. Local unions by law, may delegate authority other than above specified for chapels or chairmen of chapels; provided said authority is confined to local matters.

SEC. 9. When chapel chairmen take action under provisions of this article, it is mandatory that such action be reported to the president of the local union within 24 hours.

ARTICLE V—CHARGES, TRIALS AND APPEALS

CHARGES

SECTION 1. Charges may be preferred against any member for any disreputable act, conduct unbecoming a union member, violation of laws of the local or International Union, or failure to observe provisions of the contract and scale of prices. Individual members may file such charges or officers of local unions may be instructed by majority vote of members present and voting at a stated meeting of the union to bring charges against a member.

SEC. 2. Charges may be filed against any officer of a local union for neglect of duty, failure to comply with the laws of the local or International Union, misappropriation of union funds or malfeasance in office.

SEC. 3. When a subordinate union is cognizant of the performance of a disreputable act on the part of a member not working within its jurisdiction, whether such act was committed within its jurisdiction or not, it is its duty to prefer charges against him before the union under whose jurisdiction he does work.

SEC. 4. Accusations or charges must be made in writing by a member of the union in good standing. In all cases charges must be signed by the complainant and shall be sufficiently specific as to the provisions of union law violated and the alleged acts which constitute the basis of the charges to permit the defendant to prepare a proper defense. Should the complainant withdraw the charges more than 72 hours after filing same with the president of the local union, or should the union at the next stated meeting deem the charges not cognizable, the complainant may be fined a sum not more than $25 by action of the union or be subject to charges and trials himself.

SEC. 5. Within thirty days of the time complainant becomes cognizant of the offense alleged, two complete copies of the charges shall be delivered to the local president, who shall immediately cause to be delivered to the accused member a complete copy of the charges as filed.

SEC. 6. The member accused shall have five days after receiving the charges, if he so elects, in which to file a written answer with the president [illegible] local union; or he may waive his right to answer without prejudicing his interest.

SEC. 7. At the next stated meeting of the union after the accused member has filed or waived answer, the president shall cause the charges and answer as filed to be read to the union. After discussion and consideration the following question shall be put to a vote and secret ballot: "Shall the charges as presented be deemed cognizable?"

SEC. 8. If a majority of the members present and voting record an affirmative vote a committee of five members shall be appointed by the presiding officer to investigate the charges, provided, local unions with less than 50 members may function with a committee of three. Such committee shall give opportunity to all parties to the controversy to be heard. The accused member may waive the right to appear without prejudicing his interest; and may waive his right to an investigating committee, in which case the union shall proceed to appoint or draw by lot a trial committee.

TRIALS

SEC. 9. The investigating committee shall report its findings at the next regular meeting following the meeting at which it was appointed. A majority vote of members present

and voting by secret ballot shall decide whether or not the charges shall be considered worthy of trial. If the charges are found worthy of trial the presiding officer shall appoint a committee of five to try the case, provided, local unions with less than 50 members may function with a committee of three. If either party shall object to appointment, or to the personnel of the committee as appointed, a committee of five to try the case shall be drawn by lot from the members present, provided further, unions with less than 50 members may function with a committee of three. The complainant, the accused and members who may be witnesses shall not be eligible to serve on the trial committee.

SEC. 10. The trial committee shall notify complainant, accused and their witnesses of time and place of sitting. Both parties shall have right of counsel, who shall be members of the union. Either party may demand that witnesses shall be sworn by a notary public or official authorized to administer oaths. If either party shall fail to appear, unless excused by trial committee for cause, the trial shall proceed. The trial committee may adjourn its hearings from time to time, but all parties must be given due notice of time and place of all sittings.

SEC. 11. At the next stated meeting of the union after a verdict has been reached the trial committee shall report its judgment and the evidence to the union. After the trial committee's report has been read the accused shall have the right of defense before the union. The report of the trial committee, the evidence introduced, and any defense offered by the accused before the union shall be open for debate.

SEC. 12. Where the membership of a subordinate union is in excess of 500 the subordinate union may adopt regulations for the trial of charges different from the foregoing procedure: Provided, The verdict when rendered must be approved by secret ballot at a stated meeting of the union; Provided, further, That any subordinate union may establish a discipline committee, or empower its executive committee, to investigate minor infractions of union law or the scale of prices; such committee may after a hearing, where all interested parties are afforded a fair opportunity to be heard, impose fines of not more than one day's pay for any violation. In all cases before a discipline committee complaints must be signed by the complainants and shall be specific as to the provisions of the law violated and the alleged acts which constitute the basis of the complaints to permit the defendant to prepare a proper defense. Penalties or other decisions of discipline committees are subject to appeal in accord with International law governing appeals.

SEC. 13. The presiding officer shall submit to vote of the members present the question of guilt or acquittal. Two-thirds vote of members present and voting by secret ballot shall be necessary to convict. If more than one offense has been charged the vote shall be taken separately on each charge in the same manner.

SEC. 14. If the charges or any of them be sustained, or if the accused pleads guilty, a vote shall then be taken on the penalty, if any, recommended by the trial committee, but

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this recommendation may be amended and the vote shall be first upon the heaviest penalty proposed. It shall require three-fourths vote of members present and voting by secret ballot to suspend or expel. Any lesser penalty may be imposed by majority vote.

SEC. 15. Upon first conviction for violating union law the maximum penalty shall be a fine not to exceed $50, except in case of conviction of a member for ratting. Where suspension is provided as part of a penalty against a convicted member the period must be fixed and no right shall be affected other than that he shall not work at the printing trade during the period of suspension. Priority standing and benefits of continuous membership shall be retained by payment of dues and assessments as not at the trade. He shall be reinstated automatically at the end of the period of suspension without payment of any fee except that he shall pay any fine that may have been fixed as part of the penalty at time of conviction.

SEC. 16. All expenses incurred by the union in connection with the trial shall be borne by the union in case of acquittal: Provided, Fees of counsel shall not exceed pay for time lost at the scale of the union.

SEC. 17. A member charged with deliberate ratting may be summarily expelled by the Executive Council in cases where the International Union is conducting a strike or organizational campaign without citing him to appear for trial or a subordinate union may expel a member for deliberate ratting without citing him to appear for trial if the report of the investigating committee is supported by three-fourths vote of members present and voting. A local union may expel any member of the International Typographical Union found guilty of ratting within its jurisdiction. Notice of [illegible] expulsion must be forwarded to the local union with wh[illegible] expelled member was affiliated and to the Secretary-Treasurer of the International Union.

SEC. 18. When a union arraigns a member on any cause without its jurisdiction, and the party so arraigned has formerly been in good standing with the craft, it is the duty of said union to give him official notification of the charges preferred and allow him the privilege of defending himself in open meeting.

SEC. 19. When, through the action of a local union, a member is suspended and debarred from the right to work at the trade, and is subsequently proven guiltless of infraction of International or local laws, said local shall be compelled to remunerate, at its prevailing scale, such suspended member for the time lost while under suspension.

SEC. 20. The evidence of rats shall not be received in the trial of union men for any cause whatever, as they are under the ban of the union, and not recognized by it as honorable men Evidence gleaned from the books and bookkeeper of an office should be considered good evidence on trial of a union man for violation of scale, unless surrounding circumstances or union evidence in rebuttal weakens or destroys it.

SEC. 21. No evidence shall be received or considered by a committee appointed to try charges except such as shall be offered at a regular hearing of the committee, at which all parties interested shall be, or shall have been, notified to be present.

SEC. 22. The accused may, if he so desires, waive any and all of the rights guaranteed to him by the constitution and bylaws; and upon such waiver the union may, by a majority vote, proceed to act. Nothing herein contained shall interfere with the appeal rights of the accused. The defendant to charges shall not be compelled to testify.

SEC. 23. A member charged with contempt of the union or a committee of the union shall be accorded full privileges of trial and upon conviction may be punished in the same manner as if convicted of another offense.

SEC. 24. Any member bringing charges against another which he fails to sustain by proper evidence may, by a two-thirds vote of the union, and without referring the matter to any trial committee, be censured or fined an amount equal to the expense of the trial, or both censured and fined.

APPEALS

SEC. 25. A member who has been convicted of any offense against the union and who believes his conviction was irregular or unjustified may appeal to the Executive Council by giving proper notice and following procedure governing such appeals.

SEC. 26. When a local discipline committee (authorized by section 12 of this article), or a local executive committee, has rendered a decision or verdict against a member or members, and appeal is taken therefrom, such appeal shall be acted upon at the next stated meeting of the subordinate union.

SEC. 27. When a subordinate union has taken an action or rendered a decision, any aggrieved member, members, chapel, or employer having a contract with said subordinate union, or any applicant for admission whose application has been rejected, may appeal as provided in the constitution and bylaws. In all instances where applicants for membership in the union are rejected, they shall be furnished with a copy of ITU Appeal Procedure which will be supplied by the Secretary-Treasurer of the ITU on request.

SEC. 28. Notice of intention to appeal to the Executive Council must be filed in writing with the president of the subordinate union with which the appellant is affiliated within five days after the action is taken or the decision rendered by the subordinate union.

SEC. 29. Appellant shall prepare and file with the president of the subordinate union two complete copies of appeal brief with all evidence and argument within twenty days after the action or decision of the subordinate union against which appeal is made.

SEC. 30. The respondent union shall have prepared two copies of its reply and file same with the president of said subordinate union within twenty days from date appeal brief is received. One complete copy of the reply containing all evidence and argument shall be immediately transmitted to appellant.

Sec. 31. Appellant shall have five days from date reply is received in which to prepare and file, as above provided, a rebuttal brief. If no rebuttal brief is filed as above provided, one copy each of the original appeal and reply briefs shall be transmitted to the Executive Council and a decision rendered upon the evidence and argument contained therein.

Sec. 32. If appellant files rebuttal brief as above provided, respondent shall have five days from date it is received in which to prepare and file surrebuttal, in which event the case shall be considered closed and copies of all documents transmitted to the Executive Council by the president of the subordinate union. If a surrebuttal is filed by respondent, copy of such surrebuttal shall also be furnished to appellant on the date all documents are transmitted to the Executive Council. If no surrebuttal is filed by the respondent union within five days from the date on which rebuttal brief is filed by appellant, all documents in connection with the appeal shall then be immediately forwarded to the Executive Council. On the same date that documents are transmitted to the Executive Council, appellant shall be notified no surrebuttal will be filed and that all documents in connection with the appeal have been so transmitted.

Sec. 33. The President of the International Union may extend the time in which either party is required to file argument and evidence in appeals to the Executive Council if, in his opinion, justice will be served thereby.

Sec. 34. When the contention of a member who has appealed to a subordinate union is sustained by action of such subordinate union and an appeal is taken to the Executive Council therefrom, the original appellant shall have the right to participate or be represented by counsel in preparation of respondent union's answer. Upon demand to the president of the subordinate union he shall be furnished with copies of all documents as transmitted to the Executive Council and he shall also be permitted to transmit to the Executive Council a reply to all evidence and arguments in the case.

Sec. 35. Where appeal is made against an action or decision of a subordinate union the action or decision of the subordinate union must be complied with by all parties pending decision by the Executive Council. In cases involving dues, assessments, fines, or other moneys assessed by the subordinate union against a member, a sum sufficient to cover the amount in dispute shall be deposited with the president of the subordinate union to be held in escrow until decision has been rendered by the Executive Council. When a subordinate union has rendered a verdict of censure, reprimand, suspension, expulsion, or revocation of membership, it shall not be enforced pending final decision if appeal be made as provided herein. Where a rejected applicant appeals in accordance with the provisions herein and the Executive Council sustains the appeal the local union shall obligate the applicant upon payment of proper fees and dues.

Sec. 36. All parties to an appeal, in cases where documents are submitted, are required to make affirmation as to

the truth of their statements. The written signature of the parties in interest shall be considered as such affirmation.

Sec. 37. Either the appellant or respondent may appeal against decision of the Executive Council, or any subordinate union affected as such by a decision or action of the Executive Council may appeal to the next succeeding convention of the International Typographical Union.

Sec. 38. The party or subordinate union desiring to appeal against a decision or action of the Executive Council shall give to the International Secretary-Treasurer notice of such appeal within sixty days of the date of the decision or action against which appeal is to be made: Provided, No such appeal shall be considered by a convention unless notice as herein provided shall have been given prior to the first day of the month in which the convention is held.

Sec. 39. Copies of all documents, evidence and arguments must be transmitted to the International Secretary-Treasurer within sixty days after notice of appeal shall have been given. All appeals to a convention must be in printed form and only the briefs, documents and evidence upon which decision of the Executive Council was based shall be presented to and considered by the committee on appeals: Provided, That appellant shall have the right to include in his printed appeal an argument based upon the decisions of the Executive Council from which the appeal is made.

Sec. 40. The appellant shall furnish to the International Secretary-Treasurer on or before the day previous to the convention at which such appeal is to be considered, not less than five hundred copies of the appeal to be distributed by the International Secretary-Treasurer to each delegate in attendance at the convention.

Sec. 41. In cases of appeal by a subordinate union, a member, or members against a decision or action of the Executive Council the decision or action of the Executive Council shall be complied with unless and until such decision or action shall have been reversed by the convention: Provided, If such decision or action of the Executive Council be not so reversed the decision or action shall be final and there shall be no further appeal therefrom.

Sec. 42. Any subordinate union, member, or members refusing to accept and observe a decision or action of the Executive Council pending appeal to a convention, or any subordinate union, member or members refusing to accept and observe decisions of a convention upon a matter that has been appealed shall be subject to summary expulsion by the Executive Council.

Sec. 43. Any subordinate union, member, or members not satisfied with the judgment of the court of last resort (the convention of the International Typographical Union) and who seeks redress in the courts, shall be required to deposit with the Executive Council an approved bond sufficient to cover the costs entailed by the International Typographical Union in defending the action, and the same procedure shall be followed when any member or members shall seek an injunction against the International Typographical Union or its officers or any of its subordinate unions.

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Sec. 44. In no case shall a member appeal to a civil court or any other agency for redress from an action by the union until he has exhausted his rights of appeal under the laws of the International Union. Any member who violates this section shall be liable to summary expulsion by the Executive Council.

Sec. 45. Any provisions of these bylaws notwithstanding, no member shall be fined, suspended, expelled or otherwise disciplined, except for non-payment of dues, unless he has been served with written specific charges, given a reasonable time to prepare his defense and afforded a full and fair hearing as provided in article v hereof, unless any such right is waived pursuant to the provisions of these bylaws. Failure to make timely request for any such right shall constitute a waiver.

Article VI—Charters

Section 1. Application for charters must be made upon the form prepared therefor, which may be had upon request to any International representative, or will be furnished upon application to the President or Secretary-Treasurer of the International Typographical Union.

Sec. 2. Any person under the ban of expulsion in a subordinate union can not become a charter member of another union.

Sec. 3. A union applying for a charter is required to submit its constitution and bylaws for examination and approval by the International President, also a list of its officers and members.

Sec. 4. Each person signing an application for a charter shall pay the sum of $5, $2 of which shall be transmitted to the Secretary-Treasurer of the International Typographical Union in payment for the charter and outfit provided for in subsection (d) of section 4, article x, bylaws, the remainder of which shall be retained in the local union treasury. This is in addition to the cost of the ITU lessons in unionism which all applicants for membership in the ITU are required to pay in accordance with the provisions of section 3, article xviii, ITU bylaws.

Sec. 5. A charter shall contain as the official designation of the union the name of the city or town in which it is located and none other.

Sec. 6. Where a city is absorbed in the corporation of another, and a union exists in both,, the smaller union shall be merged into the larger.

Sec. 7. A subordinate union has not the right to erase the names of charter members (who may have ceased to be union members from any cause) from their charters and substitute others in their places. The charters (as to names) must remain as issued by the International Union. This shall not operate to prevent a union attaching to such charter, on a separate sheet, a sketch of the delinquency or degeneracy of any party whose name appeared thereon as a charter member.

Sec. 8. It is competent for a subordinate union to take a charter from any state within which it may be located, in

order to protect itself in the possession of property and other legal rights, but the charter of the International Union is supreme, and governs in all craft matters where it does not conflict with the laws of the state or nation.

Sec. 9. A majority of a union can not by vote surrender its charter. A charter may be granted to eight applicants who are members of the ITU or eligible for such membership, and a union can not be dissolved while there are that number of members (other than proprietors and members not actively working at the trade) in good standing desirous of retaining the charter. Where local unions are composed of less than eight members other than proprietors and members not actively working at the trade, and it is proved to the International Executive Council that union conditions are not being maintained, the Executive Council shall order the charter revoked.

Sec. 10. With the consent of the Executive Council two unions may consolidate by a majority referendum vote of each union: Provided, That thirty days' notice of the proposed vote shall be given at a meeting of each union concerned and that voting shall be limited to members (other than proprietors and members not actively working at the trade) in good standing in their respective local unions for not less than six months.

Article VII—Contracts—Arbitration

Section 1. Contracts between local unions and employers are collective agreements in which the local union as such is a contracting party with an employer or association of employers. Such agreements shall contain a clause excluding the International Typographical Union as a party thereto. It is the obligation of the local union to observe and enforce terms of the contract. The local union as a contracting party has authority to determine differences between its members concerning their rights under contract, subject to appeal as prescribed by the laws of the union. Where the local union has by contract prescribed a method of determining differences between the employer and the local union as to interpretation and enforcement, such method shall be followed. Subordinate unions of the International Typographical Union have a long and honorable history of compliance and fulfillment of all contract commitments. It is required that where contract commitments have been made, such commitments are paramount and must be honored by the local unions parties thereto, as a matter of union policy only, subject to the limitations stated in the approval clause of such agreements without any assumption of liability thereunder by the International Typographical Union. This obligation cannot be considered to be mitigated or absolved because of picket lines established without authority provided in the local contract and as provided in article xxi, bylaws. The laws of the local union not affecting wages, hours or working conditions and the laws of the International Typographical Union shall not be submitted to arbitration.

Where the contract between the local union and employer does not provide a method for the adjudication of differences as to interpretation and enforcement the employer may require the International Typographical Union to interpret the obligations of the local union, provided said contract has been approved by the President of the International Typographical Union as conforming to the laws of the International Typographical Union.

SEC. 2. Local unions shall not file any unfair labor practice charges or petition for investigation or representation, without first consulting the President of the International Typographical Union and obtaining approval of the Executive Council. Local unions shall undertake, through appropriate lawful contract provisions and by all other lawful means, to secure the maximum protection available for local unions and their members under existing restrictive Federal or State legislation, as the same may be amended or repealed, consistent with the provisions of sections 3 and 4 of this article.

SEC. 3. Subordinate unions are required to submit to the International President for review and approval, as complying with requirements of International Union laws, all proposals for a new contract, alteration, amendment or extension of an existing contract in duplicate before presentation to the employer. No contract shall provide for automatic renewal on failure to notify either party thereto of desire to change or terminate the contract.

SEC. 4. No local union shall sign a contract guaranteeing its members to work for any proprietor, firm or corporation, unless such contract is in accordance with International law and policy and approved as such by the International President. The officers, committees and members are expressly prohibited from submitting to a union for vote or voting on any proposal of an employer or committee for a contract either written, verbal or implied, or any understanding whatsoever which has not previously been approved by the International President as being in compliance with ITU laws and policy and not in violation of civil laws. (a) No member holding active membership in any local union shall sign an individual or private contract with any employer, agreeing to work for any stated length of time, wages or conditions. The union alone has the power to contract for conditions, wages and hours. (b) No union or individual member shall agree to any pension plan which provides for compulsory retirement at any age.

SEC. 5. No local union shall enter into negotiations with any proprietor, firm or corporation operating a plant in another jurisdiction which does not actually have a plant in operation or have equipment for such a plant in its particular jurisdiction without first communicating with and having the approval of the International President, and if the contemplated plant is being removed from another jurisdiction, the local union shall also contact the local union or unions in which the plant or plants are now operating.

SEC. 6. All contracts must contain a section recognizing the general laws of the ITU as a part of the contract.

SEC. 7. Local unions shall incorporate in their contracts with employers a section containing the necessary requirements to carry out the apprenticeship laws of the International Typographical Union.

SEC. 8. Local unions are required to determine by contract the ratio of apprentices to the number of journeymen regularly employed in any and all offices, but it must be provided that at least two journeymen, aside from the proprietor, shall be regularly employed before an office is entitled to an apprentice.

SEC. 9. For each additional five journeymen regularly employed an additional apprentice may be permitted: Provided, When four apprentices are employed, an additional apprentice for each ten additional journeymen may be employed, but this additional ratio of one to ten may be varied by contract as may be desired by a subordinate union to meet the needs of particular shops: Provided, further, Nothing in this section shall be construed as prohibiting any subordinate union from inserting in the contract a provision that the total number of apprentices of any office shall be less than four. It is recognized that the introduction of new or substitute processes may make it desirable to exceed the ratios provided in this section. In such instances contracts may be approved containing provisions for more than those herein specified. The particular number in excess is a matter for collective bargaining.

SEC. 10. Local unions shall arrange scales of wages for apprentices in each of the years of their apprenticeship or upon the apprentices' qualifications as shown by records of credits allowed for trade training completed, such scales to be indicated as proportionate to the journeyman scale.

SEC. 11. It is the unalterable policy of the International Typographical Union that all composing and mailing room work or any machinery or process appertaining to printing and mailing and the preparations therefor belongs to and is under the jurisdiction of the International Typographical Union. Subordinate unions are hereby directed to reclaim jurisdiction over and control of all composing and mailing room work or any machinery or process appertaining to printing and the preparations thereof now being performed by persons who are not journeymen or apprentices.

SEC. 12. Local unions must incorporate in contracts such jurisdictional coverage as is advised by the International Typographical Union to be in compliance with its laws and so far as possible, provide that such work shall be performed by journeymen and apprentices. Best effort shall be made to eliminate contract provisions or practices not in compliance herewith.

SEC. 13. Establishment of departments shall be by contract and such departments as are recognized shall be enumerated in the contract.

SEC. 14. Where copyholders, in addition to proofreaders, are employed, local unions are directed, where possible, to incorporate in the contracts a provision that journeymen be employed as such copyholders and that a scale be made for such work.

SEC. 15. Subordinate unions are prohibited from establishing piece or bonus scales and members of the union are

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prohibited from accepting a fluctuating basis of compensation which in effect constitutes a piece or bonus scale such as a wage or salary computed on the basis of production.

SEC. 16. In all offices under union jurisdiction the unit of hours constituting a regular shift shall not exceed eight and no subordinate union shall enter into a contract which provides for a workweek in excess of forty hours.

SEC. 17. Contracts or wage agreements must provide that no journeyman shall be employed for less than a full shift as specified in the contract except when discharged for cause or when excused at the journeyman's own request.

SEC. 18. Local unions shall incorporate a clause in their scales which provides for the payment of overtime at a rate not less than price and one-half, based on the hourly wage paid.

SEC. 19. Subordinate unions must incorporate in contracts a provision fixing the hours designating day work and night work. Day work shall be between 7 A. M. and 6 P. M. Night work shall be between 6 P. M. and 7 A. M. For shifts which do not begin and end within the hours specified for day work, not less than the night rate shall be paid.

SEC. 20. Subordinate unions must include in contracts or commitments a provision that journeymen may absent themselves from the shop during voting hours on primary and general election days without being subject to discipline.

SEC. 21. Work in foreign languages shall be at the scale rates of the particular union having jurisdiction: Provided, That in no case shall English composition be at a lesser rate than that of the typographical union. Nor shall foreign composition in English offices be done at a lesser rate or longer hours worked thereon than is in vogue in offices under the jurisdiction of such foreign language union.

SEC. 22. The International Typographical Union relegates to subordinate unions authority to establish in contracts provisions governing the disposal of extra work. In filling regular situations contracts must provide substitute oldest in continuous service shall have prior rights in filling the first vacancy.

SEC. 23. Subordinate unions shall incorporate in PROPOSED contracts a clause providing for holidays with pay; annual vacations with pay; severance pay of not less than two weeks' pay for each year of priority in the office for all journeymen affected by suspension or mergers; hospitalization and pay allowances for sickness or accident; and severance pay of two weeks' pay for each year of continuous priority for situation holders laid off to reduce the force.

SEC. 24. Subordinate unions shall include in all contract PROPOSALS a provision seeking retirement pensions.

SEC. 25. Subordinate unions shall provide in PROPOSED contracts that night work shall be paid for at not less than 15 per cent over the day scale.

SEC. 26. Subordinate unions must incorporate in PROPOSED contracts a vacation provision that when a journeyman ceases employment for any reason he shall receive pay for accumulated vacation credits.

SEC. 27. Subordinate unions shall incorporate in PROPOSED contracts a clause which provides for the payment of overtime at a rate not less than double time, based on the hourly wage rate.

SEC. 28. Subordinate unions shall incorporate in PROPOSED contracts and wage agreements a clause providing for shorter hours, with still shorter hours on the night shift than on the day shift until the unit of thirty hours a week has been reached.

SEC. 29. Subordinate unions must insert in PROPOSED contracts provisions that priority journeymen shall have choice of new shifts, new starting times, new off-days and choice of vacation schedule, but such provisions shall not prevent the priority substitute from acquiring a situation to which his priority entitles him.

SEC. 30. Local unions may establish by contract a workweek of four shifts of no more than eight hours per shift. The weekly scale in shops under such contracts shall not be less than provided in shops under a five-shift contract within the jurisdiction of the local. Four shifts shall constitute a week's work for journeymen holding priority in shops signatory to a four-shift contract, and all time worked in excess of the unit of hours comprising a regular shift and all time worked in excess of the number of hours established as a regular situation shall be considered overtime and shall be subject to all laws pertaining thereto. No journeyman may work an additional shift under either a four-shift or five-shift contract at less than the overtime rate, nor shall double-headers be worked under four-shift operation.

SEC. 31. No member shall represent proprietors in scale negotiations, except with the consent of the local union. This section shall also apply to holders of honorable withdrawal cards.

SEC. 32. Members of the International Typographical Union shall not be permitted to operate a portion of a printing plant, or an entire printing plant, for a portion of the time, under contract or sub-contract. Members can only engage in business as employers when they own and control the establishment. This shall not apply to bona fide recorded leases for a term of one year or more under the terms of which the member-lessee exercises control over the establishment and price of the products thereof. No members of the International Typographical Union can evade any of its laws as applying to members generally by having transferred to himself a nominal amount of stock in a company or corporation organized for the purpose of conducting a printing plant; nor does the holding of the position of director in such company or corporation constitute him a proprietor unless he be able to prove that he is a bona fide stockholder therein and that his block of stock in the company or corporation bears such relation to the whole capital stock as to show that the partnership is a genuine business transaction.

SEC. 33. When disputes involving interpretation and enforcement of the terms of an approved contract between local unions and employers cannot be settled by the parties to the contract the matter may be arbitrated through joint standing committee procedures provided therein.

Sec. 34. Local unions shall not submit the terms of a succeeding contract PROPOSAL to arbitration until first obtaining approval of the Executive Council as to the subject matter which may be arbitrated and as to the procedure to be followed.

Sec. 35. It is imperatively ordered that the executive officers of the International Typographical Union shall not submit any of its laws to arbitration. Nor shall any subordinate union arbitrate whether or not any general law of the International Typographical Union shall be effective, but arbitration may be had as to the applicability of the laws to the facts involved.

Sec. 36. It is further provided that no joint arbitration agreement be entered into with an employers' association by the International Typographical Union, unless said agreement shall have first been approved by a majority vote of the membership in a referendum vote.

Sec. 37. Where vacations have been established by contract, the elimination of such provision shall not be submitted to arbitration.

Sec. 38. When any arbitration procedure to which a local union is committed reaches a deadlock where further action can not result in a conclusion within a reasonable time the local union may request the Executive Council to release it from further obligations under such arbitration procedure or agreement. The Executive Council shall have authority to decide that issue and may so release a local union. This section shall not apply to controversies properly before a joint standing committee involving only interpretation of the terms of the agreement. It does apply to matters involving the laws of the International Typographical Union or to interim wage openings whether or not arbitration is provided.

Sec. 39. Subordinate unions shall co-operate with other printing trades crafts in an attempt to establish simultaneous expiration dates and collaboration in scale negotiations.

ARTICLE VIII—DISCIPLINE—GENERAL

SECTION 1. In offices under the jurisdiction of the International Typographical Union the foreman is the only person to whom to apply for work, and any person securing work, or attempting to secure work in any department under the jurisdiction of the foreman, in any other manner than by application to said foreman, shall be deemed guilty of conduct unbecoming a union man, and, upon conviction before a trial board, shall be suspended or expelled, as three-fourths of the members may determine: Provided, That nothing in this section shall be construed to conflict with the rights of members holding situations to employ competent substitutes without consultation or approval of the foreman.

Sec. 2. It shall be unlawful for any member of the International Typographical Union to belong to any secret organization, oathbound or otherwise, the intent or purpose of which shall be to influence or control the legislation or the

business of such local union or of the International Typographical Union, the selection or election of officers of such local or International Union, or the preferred or other situations under their jurisdiction. Any member guilty of a violation of this section shall, upon conviction of a first offense, be deprived of the right to hold office in the local or International Union; and upon conviction of a second offense, shall be expelled. Any member belonging to or aiding in the formation of, any organization dual to the International Typographical Union may be summarily expelled by the Executive Council without formal trial upon proof of such fact satisfactory to the Executive Council. The failure (within 30 days of date of demand) of any member to declare under oath, his affiliation or non-affiliation with an organization declared dual by the Executive Council of the International Typographical Union, shall be deemed as proof that the member is affiliated with a dual organization. Any subordinate body of the International Typographical Union may be dissolved, or its charter may be revoked, or the International Typographical Union Executive Council may take full and complete charge of all the affairs of such organization when it is deemed necessary to protect the jurisdiction of the International Typographical Union. Notice by first-class mail to last known address of any member from whom the Executive Council demands a declaration under this law shall be sufficient.

Sec. 3. Assignment of wages for any purpose, where an ultimate profit is received by members or others, is forbidden everywhere within the jurisdiction of the International Typographical Union, nor shall any member act as an agent for outside usurers. Benevolent societies composed of ITU members are not included in the operation of this act, if the society does not charge interest in excess of 1 per cent per week. Upon the presentation of charges, local unions shall try the issue and decide whether this section has been violated, and impose such penalties as may be deemed necessary.

Sec. 4. No member shall be allowed to use the name or number of a local union or the name of the International Union as an imprint on commercial printing, or for any other purpose, without the sanction of the union.

Sec. 5. Any member of a subordinate union having wronged a sister union by the misappropriation of funds shall have his card revoked by the union of which he is then a member, upon such union being notified of the misappropriation, under seal of the union, unless the delinquency is paid and forwarded to the union in which he is a defaulter.

Sec. 6. Any member of a union engaging to take a situation in the jurisdiction of another union at a lower rate of wages than the scale of prices of the latter union calls for, is guilty of ratting, even though the situation may not be obtained.

Sec. 7. It shall be a misdemeanor, punishable by expulsion, for one union man to make application for the position of another union man in any office.

Sec. 8. It shall be unlawful for a member of any subordinate union of the International Typographical Union to

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perform a day's work in any office under the jurisdiction of the local union to which he or she may belong, and at the conclusion of the day's labor to perform work over which the ITU has jurisdiction in any other shop or place without permission of the local union.

SEC. 9. When a vote is taken in a meeting of a subordinate union on a reduction of a scale, alteration of a scale, or any dispute as to the construction of a scale or in relation to the surrender of a charter, it must be by secret ballot. Any union violating this law shall be fined for the first offense, and for the second offense its charter shall be suspended by the Executive Council, subject to the approval of the next convention of the International Union.

SEC. 10. No member of a subordinate union shall be entitled to vote upon a proposed change in the scale of prices, to adopt a recommendation of a scale committee, or to accept a counter-proposal of an employer or employers received through conciliation, unless he has been a member of said union for the previous six months, and is in good standing, except where the union has been in existence for shorter period. .It shall require a majority vote, by secret ballot, of such qualified members present at the meeting to adopt. Members classified as proprietors or not-at-trade for dues payment purposes shall not be eligible to vote on matters pertaining to wage scales.

SEC. 11. The term "secret ballot" shall be applied to guarantee secrecy and may be by printed ballot or by white and black balls.

SEC. 12. No member of the International Typographical Union shall engage in speed, record or other contests, either by hand or on machines. Violation of this law shall be punishable by a fine of not less than $25, or suspension.

SEC. 13. Overtime shall accumulate as specified in article vii, general laws, and failure of a journeyman to cancel such overtime when a competent substitute becomes available shall render the journeyman subject to a fine of one day's pay at his scale of wages. Each shift the journeyman fails to employ a competent substitute who is available shall constitute a separate offense.

SEC. 14. Journeymen who do not limit themselves to five shifts within the financial week in accordance with the provisions of article vii, general laws, shall be assessed a days' pay for each offense. Where the local union fails to apply the penalty the Executive Council shall levy an assessment of a day's pay against each journeyman for each violation. Where the local union levies the fine it shall be paid into the local treasury. All fines assessed by the Executive Council as penalties for violations of this article shall be forwarded to the International Secretary-Treasurer. Members who fail, or refuse, to pay any sum levied by the Executive Council shall be suspended and lose all rights and benefits of membership.

SEC. 15. Any journeyman having accumulated overtime to give out who fails or refuses to employ an available competent substitute, or who attempts to evade the overtime law, shall be punished by a fine of not less than one day's pay for each offense. Where the records show violation or evasion the fine may be arbitrarily assessed. It is mandatory that local unions impose and collect the fine for which provision herein is made and with it compensate substitutes who suffer loss of employment through violation of this section and sections 8 and 9, article vii, general laws.

SEC. 16. In offices where preferred situations are added or reduced in priority order, local unions shall have authority to make regulations to accomplish the following purposes in the following order:

1. To meet contract requirements by making substitutes available to fill situations in the office in which they show for work, and to bar from the office, by order of the local union, any substitute who refuses to accept a situation he is competent to fill, for such period of refusal.

2. To determine equities as between journeymen bearing the burden of overtime.

3. To cancel the priority standing of any substitute when he refuses a situation he is competent to fill and to provide that such substitute shall not be allowed to establish new priority in the office for a stated and continuous period not to exceed six months.

Such regulation shall not set aside the obligation of journeymen to give out overtime, but may affect a substitute's availability for cancellation of overtime on specified shifts.

The regulations of a local union as above authorized shall be interpreted and applied or repealed by the local union and shall not be subject to appeal to the Executive Council or Convention.

ARTICLE IX—DUES AND ASSESSMENTS

SECTION 1. Every member, except those residing at the Union Printers Home, who shall be considered members in good standing (and who upon admission to the Home, may take the option of accepting payment of funeral and burial expenses in the Home plot as a burial benefit and be exempt from mortuary assessment or claim the full benefit to which they would be entitled on payment of 35 cents each month, which amount must be paid and reported to the Secretary-Treasurer monthly) shall pay the International Typographical Union per capita tax and assessments for any given dues month on or before the tenth day of the next succeeding calendar month, and on payment of the same shall receive from the local union in which membership is held an International working card so endorsed by the local officers as to indicate the month or months for which International dues have been paid.

SEC. 2. The dues month of each subordinate union shall end on the last Saturday of the calendar month and members shall pay assessments for that dues month on all wages received during the dues month, regardless of the particular day of the week which may have been selected for pay day in any shop. Every calendar month having four Saturdays will

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be a four-week dues month and every calendar month having five Saturdays will be a five-week dues month.

SEC. 3. Every member must demand, and shall receive, on payment of the proper sum, a working card for each month's dues paid. The card shall show the sum paid for per capita tax, local dues, old age pension and mortuary assessments, and such other assessments as may be levied by the local or International Union, and the date of said payments.

SEC. 4. The secretary of each local union shall make an itemized report each month to the Secretary-Treasurer of the International Union, showing the amounts of local dues, per capita tax and assessments collected from each member, the date when each member paid his dues and the dues month for which payment was made. The names of members shall be arranged in alphabetical order in the itemized report, except that where collection is made by chapels, the report may be arranged in alphabetical order by chapels. The itemized report and the summary report required by section 17, article xxii, bylaws, for any dues month shall be transmitted to the Secretary-Treasurer of the International Union on or before the 20th day of the succeeding calendar month.

SEC. 5. In cases of members holding traveling cards and so situated as not to require active affiliation with any subordinate union, the per capita tax and assessments shall be collected by the proper officer of the union in which said traveling card is deposited or presented for renewal, and the amount so received shall be shown on the card issued by indicating thereon the payment of monthly per capita tax and assessments in regular sequence; and the secretary of the union shall report to the Secretary-Treasurer the amounts collected for each month in the same regular sequence.

SEC. 6. Any member who is not in possession of an International working card for the current month, as provided in section 3, shall be deemed as delinquent to the International Union, and shall not be entitled to any benefits or to be a candidate for any office in the International Typographical Union.

SEC. 7. Members of subordinate unions or members holding traveling cards shall stand suspended when four months in arrears for local or International dues or assessments. Members suspended for non-payment of dues shall have no standing in the organization and shall not be entitled to benefits.

SEC. 8. It shall be the duty of the subordinate unions, on request of a member who is sick or disabled, and who shows that he is in destitute circumstances, to protect his membership in the organization during such sickness or disability, the local union to be reimbursed for this expenditure by the member benefited after recovery. It shall be the duty of the secretary-treasurer of the local union, or of a committee specially designated by the union for this purpose, to check at least once every three months on all members for whom the union is paying dues. The purpose for such periodic checkup is to ascertain the continuity of the illness of the member, the desire on the part of the member to have the

union continue to keep him or her in good standing and for any other reason deemed by the union to be appropriate. Should it be later found that such member was not actually sick or was not entitled to have his or her membership protected under this section of our laws, liability for reimbursement for dues paid by the local to the ITU shall not exceed three months.

SEC. 9. Local dues shall be charged from the first day of each month, except in cases where the member has paid the current month's dues, or in instances where the percentage system applies. In cases where members deposit traveling cards showing International per capita tax to have been paid in advance, local unions when collecting dues shall allow full credit for the amounts so paid.

SEC. 10. No member of a subordinate union shall be allowed to pay dues in the jurisdiction of one union while working under that of another; and no subordinate union shall receive dues as aforesaid. Dues of right belong to the union under whose jurisdiction the party is working.

SEC. 11. No subordinate union shall have authority to assess its members for payment of life insurance premiums.

SEC. 12. Dues and assessments must be paid on money received as a bonus, as vacation pay, or as a gift or gratuity for services performed at the printing trade; and on all money deducted from earnings for taxes, group insurance, health and welfare programs, pensions of any nature, and unemployment insurance. No dues and assessments shall be paid on benefits received by sick or disabled members under health and welfare programs: Provided, That when a member retires or leaves his employment for any reason he shall not be required to pay assessments on any monies received from an industrial pension fund.

SEC. 13. No reduction of the five-day workweek may be ordered by a local union, nor shall special assessment for out-of-work relief be levied by such union in excess of 3 per cent of earnings: Provided, That all proposals for special assessments must provide a specific date on which collection of such special assessment shall be discontinued.

ARTICLE X—DUTIES OF INTERNATIONAL OFFICERS

THE PRESIDENT

SECTION 1. The President shall attend and preside at all conventions of the International Typographical Union during his term of office; he shall have the casting vote whenever there shall be an equal division on any question, except where he shall have voted on the call of the ayes and nays.

He shall require a faithful performance of duties on the part of all officers and a strict and businesslike manner of keeping all accounts, paying out money, and conducting correspondence.

He shall see that all moneys belonging to the International Union are properly deposited in responsible banks, in the names of the President and Secretary-Treasurer as such, and money shall be drawn from such banks only by check signed by the President and Secretary-Treasurer, and only then

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when both officers are fully satisfied that such money is lawfully and justly due the person or persons for whose benefit the check is drawn.

He shall, with the approval of the Executive Council, appoint all necessary representatives, shall oversee and direct the operations of representatives, and shall, when necessary visit such place or places as may require his presence or personal attention.

He shall establish and maintain a statistical bureau in the International office for the purpose of compiling information and statistics relative to the printing trade and general economic conditions, such data to be at all times available for use by subordinate unions.

He shall direct and maintain a bureau of education, which, in addition to the preparation of educational material for apprentices, shall prepare and sell, to members only, a course in advanced composition and such other educational materials as may equip members to master new operations which come under the jurisdiction of the International Typographical Union.

He shall direct and maintain a label bureau, which shall aid subordinate unions in the work of creating a demand for the use of the union label upon all printed products and publication. This bureau shall create and maintain an active campaign, on an international level, for the promotion of the union label and the good will of the International Typographical Union.

He shall be the representative of the International Typographical Union to the International Allied Printing Trades Association, and shall appoint such other representatives to the maximum number to which this union is entitled.

He shall, before accepting the official bond of any officer, be satisfied that such bond is valid and in proper form, and for that purpose he is empowered and instructed to take competent legal advice upon the matter; he shall in case of his mismanagement or misappropriation of any funds of this union by any official charged with the custody, collection and disbursement thereof, at once proceed to collect the same from the official in default, or, in the event of the failure of such official to make good such deficiency, institute legal proceedings against such defaulting officer and his sureties.

Should inaccuracies appear in the report of the auditing committee of a local union, or if the International President has reason to believe there is a shortage or misappropriation of funds, he shall designate a representative to take charge of the financial affairs of such subordinate union and may appoint a certified accountant to make examination and audit the books and accounts of said union. The certified accountant so employed shall be authorized by the International President to take possession of all financial books, records and accounts of said subordinate union and make such audit and file such report as directed by the International President. The report and findings of the certified accountant shall be filed with the president of the subordinate union by the President of the International Union. The

president of the subordinate union shall proceed in the civil or criminal courts, or, in accordance with the laws of the International Union governing charges and trials, as the facts appear to warrant. The subordinate union shall bear the expense of the audit and prosecution of those responsible for the shortage or misappropriation.

The above authority shall also be exercised by the President with regard to chapels.

SEC. 2. The President shall issue monthly a publication to be known as The Bulletin which shall contain statistical material; factual data; information helpful to local unions, the members thereof; to scale committees and boards of arbitration. There shall also be printed in The Bulletin decisions of the Executive Council rendered on appeals. Such official Bulletin shall not exceed forty pages in size and shall be supplied to the president and secretary of each subordinate union with an additional copy for the use of scale committees and, upon request of the subordinate union, to chapels of ten or more members.

VICE-PRESIDENTS

SEC. 3. The Vice-Presidents shall perform such duties as are set forth in the constitution and as may be required by law. In the performance of duties assigned by the Executive Council, as provided in section 3, article vi, of the constitution, Vice-Presidents shall be under the direction and control of the President.

SECRETARY-TREASURER

SEC. 4. The Secretary-Treasurer shall act as the financial officer of the International Typographical Union and as secretary of the convention of this union.

(a) Conventions.—He shall have the reports of the officers of the International Typographical Union printed in pamphlet form, and a copy of such reports shall be mailed to every delegate-elect as soon as possible previous to the assembling of the convention; he shall publish in the July number of The Typographical Journal, as a part of the regular edition, the annual reports of the officers; he shall furnish each subordinate union, prior to the election of delegates, with two (or more where needed) copies of blank delegate certificates of election; he shall make a just, true and complete record of each and every day's proceedings, to be printed and laid on the desks of delegates each morning during the sessions of the convention; he shall, immediately after the final adjournment, cause the same to be made up in the form of The Typographical Journal, and published with a regular edition of that paper at as early a date as possible; he shall, in connection with the President, compile and publish in uniform size, within sixty days following the canvass of the vote on amendments submitted to the membership after each convention, a Book of Laws, containing the constitution, bylaws, general laws and convention laws of the International Typographical Union, also the constitution, bylaws and rules of government of the Union Printers Home, and distribute copies thereof to local unions in sufficient numbers to supply their full membership.

(b) Funds.—He shall procure interest whenever possible on all funds deposited by him on the direction of the Executive Council, and cover the same into the treasury of the International Union; he shall have the custody of all bonds, to secure the deposit of the funds of the International Union; he shall draw moneys from bank only by check signed by the President and himself; he shall require all bills against the International Union to be itemized, and shall only pay such bills as are in accordance with the order of the International Union direct, or its laws, and after approval of the President; he shall have the books of deposit with all banks balanced at the end of each fiscal month; he shall submit all his books and accounts to the expert accountants twice a year; he shall send all receipts for money received from financial officers of subordinate unions to the disbursing officers of said unions, acknowledging, by postal or otherwise, the receipts thereof to presidents of such subordinate unions, stating what month the payment is for, the amount and by whom sent; he shall at least once each month transfer and pay over all moneys by him held to the credit of the Union Printers Home fund, to the Secretary-Treasurer of the Union Printers Home corporation, and shall take his receipt therefor; he is authorized to pay the assessments of the American Federation of Labor and Congress of Industrial Organizations as they fall due; he is authorized to pay to the Canadian Labor Congress a per capita tax on all members of the International Typographical Union in good standing in the Dominion of Canada; and he shall keep at headquarters a set of records in which shall appear the names of all of the members of the International Typographical Union, together with the sum of money paid by each as per capita tax and assessments to the International Typographical Union in monthly sequence, as reported by the secretaries of subordinate unions, and these records shall show the standing of the members in the organization.

(c) The Typographical Journal.—He shall publish in The Typographical Journal: A sworn statement of the balances of his bank books of deposit monthly; a full monthly statement of receipts and disbursements of all kinds, except that disbursement pursuant to article xxi, section 17, of the bylaws shall be published only in such detail as the Executive Council shall direct; on or before the first of each month a list of arrearages of subordinate unions, and if said arrearages are not paid within thirty days thereafter the presidents of all such unions shall then be officially notified; he shall exclude from the columns of The Journal all communications or other matter impugning the motives or reflecting upon the honesty of members of this union; he shall exclude from the columns of The Journal all advertisements which make any statement or inquiry in connection with employment which express any discrimination as to race, creed, color or national origin, unless based upon a bona fide occupational qualification; he shall provide for the President and for each member of the Executive Council a department in which each of the officers, without interference or censorship, may discuss or present to the membership any matter or topic pertaining to the business or interest of the membership of this union.

(d) Supplies.—He shall furnish subordinate unions with bound copies of the Union Traveling Card, in books of 25, 50 or 100 cards, as may be desired, at the prevailing list price, upon application; blank applications for the mortuary benefits; he shall prepare a "charter outfit," to include books, blanks and seal, and a form of "Petition for Charter," and no charter shall be granted unless presented on this form.

(e) Miscellaneous.—He shall conduct all his business, correspondence, etc., in a prompt and systematic manner, keeping files, etc., of all documents, and copies of all correspondence; he shall have power to procure all necessary printing required by the officers in conducting the official correspondence and other business of the union and shall employ such assistants as shall be deemed necessary by the Executive Council.

(f) Membership Record and Register Number.—He shall establish and maintain in his office a complete record of all journeyman active members of the International Typographical Union. This record shall contain the age of each member, the date of his initiation, where initiated; the date and cause of suspension or expulsion, the date of reinstatement or reinitiation, together with the date of death and such other matter as may be deemed necessary by the Executive Council to determine the continuous membership of any member of the International Typographical Union. Every member shall furnish on a blank provided for his use the date of his birth, the date of initiation and such other statistics as are necessary to show clearly the length of his continuous membership. The membership statements filed with the Secretary-Treasurer are only for the use and information of the officers of the International Union in the payment of benefits contingent upon continuous membership. The Secretary-Treasurer of the International Union is hereby authorized and instructed to refuse to make public the record of any member except as the business of the International Union may require. Every member shall be assigned a register number by the Secretary-Treasurer of the International Typographical Union, and he shall thereafter be officially known by such register number. Such books as are necessary for the use of local unions in keeping a proper record of their members, and the payments of dues and assessments made by such members, shall be kept in stock by the Secretary-Treasurer of the International Typographical Union and sold to local unions at a price to be determined by the Executive Council: Provided, It shall not be obligatory upon the part of local unions to purchase their record books from headquarters. Any local union desiring to do so shall have the privilege of printing its own record books and arranging them so as to permit of the keeping of data in addition to that required by the International Union.

EXECUTIVE COUNCIL

SEC. 5. Meetings of the Executive Council shall be held on call of the President in such city at such place and time as

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the President shall direct for the transaction of such business as may be properly placed before the Executive Council for consideration. Such notice may be either verbal or written. Notice of meetings shall be given through the International Secretary-Treasurer and whenever so directed by the President notice to three members shall be sufficient. At any meeting of the Executive Council three members, two of whom shall be the President and Secretary-Treasurer, shall constitute a quorum. The vote of three members of the Executive Council shall at all times be necessary to decide any question, approve or disapprove any matter properly brought before it for consideration and decision. Any action supported by three members shall be accepted as an action of the Executive Council of the International Typographical Union: Provided, The Executive Council shall not take action or render a decision which shall interfere with the duties or obligations specified for the President or Secretary-Treasurer in the constitution.

SEC. 6. Appeals and other questions requiring action by the Executive Council may be submitted individually to members in document form and the vote recorded in the same manner and with the same effect as hereinbefore provided.

SEC. 7. The Executive Council shall have jurisdiction over and shall decide all appeals against a decision or an action of a subordinate union; all disputes or differences arising between subordinate unions; controversies and differences between employers and subordinate unions.

SEC. 8. The Executive Council shall have authority to interpret and enforce contracts and agreements; interpret and construe the laws of the International Union and subordinate unions; and it shall have authority to enforce such interpretation and construction unless and until reversed on appeal as herein provided. It shall have the power and jurisdiction to decide all questions properly brought before it relating to the business and affairs of the union. It shall have such further powers and perform such other duties as may be set forth in the constitution and laws.

SEC. 9. Any member affected by a decision or action of the Executive Council, or any aggrieved subordinate union, shall have the right to appeal to the next succeeding convention of the International Typographical Union.

REPRESENTATIVES

SEC. 10. It shall be the duty of each representative to correspond with or visit such towns or places where no union exists and there are printers, mailers or allied craftsmen at work, as the President may direct, with a view to encouraging them to embrace unionism. He shall examine the books and business methods of such unions as he may visit, and shall recommend to said unions any changes that will tend to safeguard the finances or facilitate the business of the unions: Provided, however, That no International representative shall take charge of the affairs of a local union until so requested by said subordinate union.

ARTICLE XI—ELECTION OF INTERNATIONAL OFFICERS

QUALIFICATIONS OF CANDIDATES

SECTION 1. The qualifications of candidates for office in the International Typographical Union shall be as follows: 1. Membership in the International Union and in continuous good standing for at least one year previous to making a declaration as candidate and previous to the acceptance of the nomination ("continuous good standing" means that a member must have paid his dues and assessments as provided by International law), and freedom from delinquency of any nature to the International or subordinate unions. 2. For Third Vice-President, membership as a mailer.

DECLARATION OF CANDIDACY

SEC. 2. Members of subordinate unions who desire to be candidates for office in the International Typographical Union shall announce such candidacy in the December and January issues of The Typographical Journal preceding the date fixed by law for the making of nominations. Candidates when making such announcements shall accompany the same with a certificate signed by the president and secretary of the local union to which they belong, and bearing the seal of the union, certifying that they have been in continuous good standing for one year previous to November 1 of that year. Announcements shall not exceed in space four lines of six-point type the full width of one column of The Typographical Journal, and shall contain the following:

Name ....

Candidate for..

Member of..............................Union No. ....

Continuous active member for...........................years

These announcements shall be properly classified under the heading of "Candidates for International Offices," and shall be further classified under appropriate sub-headings designating the office for which the member is a candidate, and this publication shall be an official notification to the officers and members of subordinate unions of the candidacy of such members for the office designated.

NOMINATION OF CANDIDATES

SEC. 3. Subordinate unions may nominate at the regular meeting in February one candidate for each elective office. Nominations shall be made by ballot and the names of all members who have announced their candidacy as is provided in the preceding section shall appear thereon. Candidates for President, First Vice-President and Secretary-Treasurer who receive a majority of the votes cast shall be recorded as having received the endorsement of the union. Candidates for other offices who receive the highest number of votes shall be recorded as having received the endorsement of the union. It shall be the duty of one of the secretaries of each subordinate union taking action to immediately notify the Secretary-Treasurer, who is directed to close nominations at 12 M. (noon), on March 8, those received after that time to be disregarded; the Secretary-Treasurer shall publish in the April issue of The Typographical Journal a list of nominees and nominators, declaring the five candidates for each office who have been supported by the largest number of unions as nominees for the offices for which they were respectively named: Provided, That candidates for the office of President, First Vice-President and Secretary-Treasurer shall have at least fifty endorsers, and all other candidates shall have at least twenty endorsers.

SEC. 4. Within forty-eight hours after closing of nominations, the Secretary-Treasurer shall mail notices of their nominations to all eligible candidates, and each candidate so notified shall, on or before 12 M. (noon) of March 25, inform said Secretary-Treasurer of his acceptance of the nomination. Each candidate, when sending notice of acceptance of a nomination, shall also file with the Secretary-Treasurer a statement that he or she has been in continuous good standing for one year previous to March 1 of that year, and said statement shall be attested by the president and secretary of the local union, with the seal of the union attached. On failure to comply with this law it shall be the duty of the Secretary-Treasurer to strike the delinquent's name from the list, inserting in lieu thereof the name of the next eligible candidate. He shall also forward with his acceptance of the nomination, if he desires to use the space allotted him, his letter for the April issue of The Typographical Journal provided for in the following section.

SEC. 5. Candidates who have received the requisite number of endorsements and who have filed their acceptance of the nomination for office sought shall be entitled to space in the April and May issues of The Typographical Journal for the publication of reasons and arguments in support of their candidacy, such matter to be personally prepared by the candidates, and no candidate shall issue, or sanction the issuance of, any other literature or printed matter in his behalf, unless signed by the candidate or three members in good standing of the International Typographical Union: Provided, That the letters of candidates for President, First Vice-President, Second Vice-President, Third Vice-President, and Secretary-Treasurer shall not exceed two thousand words each; letters from candidates for other offices shall not exceed three hundred words each: Provided, further, That the letters of all candidates shall be subject to and governed by subsection (c), section 4, article x, of the bylaws. It shall be the duty of the Secretary-Treasurer to properly arrange the letters of all candidates under a general heading of "Political Section," and sub-classify them under appropriate heading designating the office and the candidate in whose interest the publication is made. All such matter shall be set in type uniform in size and style with the general body type of The Typographical Journal. The "Political Section" herein provided for shall appear in The Typographical Journal for the months of April and May preceding the election.

It is mandatory that each and every member comply with the following rules regarding political activity in any International Typographical Union election or referendum:

(a) When groups of members run for office under a named group or political party, any claims or allegations made by such group or party on behalf of such candidates shall be over the printed names or written signatures (not less than three) of the sponsors or officers of the group or party. The candidates supported by such group or party shall share with the sponsors or officers issuing same, the responsibility for such claims or allegations.

(b) No untrue statements may be made in political literature, nor shall any conclusions be published which impugn the motives of candidates. The facts from which conclusions are drawn shall be clearly stated so readers can compare and also draw their own conclusions. Any such group or political party shall print a platform or statement of its aims and purposes so the members will know what to expect after the election. All members should realize that scurrilous references, slander or libel react on the reputation of the union. To try to elect the best officers should be the aim of each member of the union.

(c) No political group or party may be financed by other than members of the union and a correct and complete list of donors must be kept by the person or persons designated to accept such donations. Said list of donors shall be made available for checking purposes to any trial committee in case charges are preferred under article v, ITU bylaws, for violation of this section. Acceptance of money or indirect financial help of any kind for political purposes from other than members of the union is prohibited both as to candidates and others acting in their behalf or working for their election. Any individual member financing the issuance of political statements for or against any candidate or candidates is personally responsible therefor to the same extent as would be a group or political party and said individual must file the statement as to receipts and expenditures.

(d) At the conclusion of each and every election each group or political party and each candidate for office in the International Typographical Union shall file with the Secretary-Treasurer of the International Typographical Union a complete statement showing the total amount of money collected (or donated by himself) for political purposes during the preceding two years and a statement showing how the money was spent. Said statements shall be signed by the parties receiving and spending money. This provision shall also apply to any group, political party or individual member expending money to influence the results of a referendum.

SEC. 6. The Secretary-Treasurer shall, as soon as possible after the foregoing provisions have been complied with, prepare and have printed ballots containing the names of all candidates who have qualified: (a) Names shall be arranged according to the number of nominations received. (b) When a tie occurs the name shall be drawn by lot. (c) Each candidate's name by the name and number of the union of which candidate is a member. (d) The ballot shall bear the official

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seal of the International Typographical Union. (e) The ballot shall be so constructed that a voter can with ease designate his or her choice by making cross (X) opposite the names of candidates for whom he or she desires to record his or her vote. (f) The International Secretary-Treasurer shall supply to secretaries of subordinate unions a sufficient number of ballots, free of cost, that all members of each subordinate union shall have opportunity to vote. (g) He shall also have prepared and supply to local secretaries two tally sheets. (h) He shall also have prepared and supply to local secretaries one envelope of proper size to carry the tally sheet, which envelopes shall be addressed to the International Secretary-Treasurer. (i) The return envelope shall have printed thereon in plain type the following words: "This envelope contains only election returns from Typographical or Mailers' Union No. ——." (j) The necessary election supplies provided for herein shall be prepared before April 30 of year in which election of International officials occurs. (k) No ballots shall be used at such election except those issued by the International Secretary-Treasurer in accordance herewith.

Sec. 7. In event of death of any candidate for President, Secretary-Treasurer, First Vice-President, Second Vice-President, or Third Vice-President regularly announced in the December or January issues of The Journal, or in the event of a vacancy because of death of any candidate on the official ballot for the above mentioned offices, such vacancy may be filled by petition of fifty subordinate unions in the case of President, First Vice-President and Secretary-Treasurer, and twenty subordinate unions in the case of Second Vice-President and Third Vice-President; action by local unions to be taken at regular meetings or special meetings called for the purpose; and the Secretary-Treasurer shall be notified immediately as provided in section 3, governing nominations for office, at the union meetings held in February. The notifications from subordinate unions of their nomination of a candidate or candidates by petition under this section must be in the hands of the Secretary-Treasurer not later than 12 M. (noon) the first Wednesday of May preceding the election: Provided, Subordinate unions which appear as endorsers of one candidate eligible to a place on the official ballot shall not be eligible to petition on behalf of another candidate for the same office under the provisions of this section.

ELECTIONS

Sec. 8. Elections shall be held on the third Wednesday in May: Provided, That local unions may by law fix hours during which ballot boxes may be open for the purpose of voting at any time between midnight of the Tuesday preceding the third Wednesday in May and 12 noon the following Thursday. (a) Subordinate unions must provide opportunity for their members to cast their ballots in accordance with the election laws of the International Typographical Union: Provided, That in chapels of 10 or more where a member is to be off Wednesday he may procure his ballot no earlier than Tuesday at 8:00 A. M. and where he is to be off both Tuesday and Wednesday he may procure his ballot no earlier than Monday at 8:00 A. M. and place it in a sealed envelope containing a chapel seal on it and then personally deposit it in the official ballot box in the presence of a duly elected member of the chapel election board as provided in subsection (e) below; and Provided further, That where a member is to be off Monday, Tuesday and Wednesday he may procure his ballot no earlier than 8:00 A. M. on Friday morning preceding election, said ballot to be cast as hereinbefore provided. (b) Subordinate unions shall establish within their jurisdictions a voting place centrally located and easily accessible to be known as the secretary's chapel and to be in charge of at least three members of the union, elected by the union, to be known as the election board of the subordinate union. Secretaries of subordinate unions shall not distribute official ballots to individual members in advance of the day of election except in the case provided for in subsection (a) above. Ballots shall be delivered only to the election board and to members authorized to receive same where necessary to take the vote in chapels. (c) Members not attached to any chapel shall cast their ballots in the secretary's chapel. Members in chapels of less than ten members may cast their ballots in the secretary's chapel or subordinate unions may regulate by law the method of taking the vote in chapels of less than ten members. (d) Each member entitled to vote shall be provided with a clear unmarked ballot and given full opportunity to privately mark and personally cast same in a sealed box provided by the union for that purpose. (e) In chapels with a membership of ten members or over the vote must be taken in chapels, tabulated by a board of not less than three members of the chapel elected by the chapel. Such board shall make return of the chapel vote, together with all used and unused ballots, to the election board of the subordinate union within twelve hours after the close of the poll, or within such longer period (not to exceed twenty-four hours) as is specified in local laws. Chapel election boards shall post in their respective chapels a duplicate of the return sheet sent to the local election board. (f) Local election boards shall post the total vote received by each candidate in their respective unions in a manner that may be available to all interested members. (g) A copy of the returns made to the Board of Electors shall be preserved in the records of the subordinate union. (h) The accredited representatives of any candidate for an international office shall be admitted to the polls of any subordinate union, either printers or mailers, and shall upon demand be furnished with a copy of the list of voters. They shall be allowed to check the list as the votes are cast, to observe the method and manner of voting and casting the ballots and shall be allowed to be present and observe the counting and tabulating of the votes. Such representatives shall be members in good standing of the International Typographical Union.

Sec. 9. Any subordinate union refusing or neglecting to hold an election as required by this law shall be disciplined as the Executive Council may direct.

Sec. 10. Local unions are instructed that, in canvassing the returns of their members, no votes shall be counted other than those recorded on official ballots furnished by the Secretary-Treasurer of the International Typographical Union.

SEC. 11. No member of a subordinate union shall be allowed to vote for local officers unless his or her card shall have been deposited with the secretary not less than thirty days immediately preceding said election and must be in good standing: Provided, That subordinate unions can require a longer length of membership, not to exceed ninety days, except where a local has been in existence a shorter period.

SEC. 12. All members residing at the Union Printers Home, constituting the Union Printers Home chapel, shall be permitted to vote in all International Union elections and referendums. At the April meeting of the Union Printers Home chapel nominations shall be made for six members to act as an election board, the vote for the said nominees to be taken within two weeks of said nominations: (Provided, however, That should the chapel at any time, or for any reason, fail to act as above provided; or should said chapel at any future date be dissolved or declared nonexistent, the Superintendent shall call a meeting of residents not later than May 1 preceding the International Union election to nominate candidates for such board of elections and set a date for its election.) The member receiving the highest vote shall be chairman of said board and make arrangements with the Superintendent for an adequate central polling place; notify the residents by placing notices on the bulletin boards of the date, time and place for voting of those residents physically able to repair to such central polling place to cast their ballots, and shall appoint three members of such duly elected board to canvass the hospitals and sanatorium to receive and record the votes of those members who, by reason of their illness or affliction, may be confined therein, to the end that no one may be deprived of the privilege of voting. If such confined member, through illness or affliction, is unable to mark his ballot, he may request the assistance of a member of the canvassing board, who shall thereupon read the complete list of candidates for each office, as they appear on the official ballot, and mark the ballot in the presence of another member of the election board according to the express wish of said ill or afflicted member, reading back to the elector the ballot as marked. At the close of the polls the entire board shall count the ballots and make the returns upon the tally sheets furnished by the International Secretary-Treasurer, and forward same in sealed envelopes, furnished for that purpose, to the International Board of Electors by registered mail. All sections of the bylaws governing the holding of any election, not in conflict with the foregoing, are to be followed. Payment for the services of such Home election board shall be made from Home funds, and be fixed by consultation between the Superintendent and chapel chairman, but in no case less than $6 nor more than the maximum scale of Colorado Springs Typographical Union No. 82 per day per member.

(a) Any member entitled to vote in an International Typographical Union election or referendum, who will be absent from the jurisdiction of the subordinate union to which he is attached on the days scheduled for voting, may vote in the

secretary's chapel of any subordinate union, or a polling place designated as such by the secretary of that subordinate union, under the following conditions:

(1) The member shall apply to the secretary of his subordinate union who shall furnish (attested by the local president) a certificate of eligibility to vote;

(2) The certificate shall be on a form furnished by the Secretary-Treasurer of the International Typographical Union and shall record the name and register number of the member and such other information as may be required to identify the member as an eligible voter;

(3) Such certificate shall be issued no sooner than 30 days before the day of election or referendum;

(4) A member voting under such certification must cast his ballot in person and deposit it in the official ballot box in the secretary's chapel, he must sign the certificate in the presence of, and must deposit the certificate with, the local election board at the time of voting;

(5) The certificate shall be forwarded to the International Board of Electors with other returns as provided in section 13, article xi, ITU bylaws.

SEC. 13. The president and secretary of each subordinate union shall forward to the International Board of Electors within seventy-two hours a true copy of the vote of the subordinate union, such returns to be made under the official seal of the union. Such returns shall be made upon tally sheets furnished by the International Secretary-Treasurer and be forwarded in envelopes likewise furnished. Nothing other than the return of the vote by the local union shall be enclosed in such envelope.

SEC. 14. Ten days prior to an election, the Secretary-Treasurer shall send to each subordinate union official return sheets in duplicate and an official election return envelope, to be addressed to the "Board of Electors, International Typographical Union, Lock Box —, Colorado Springs, Colorado."

SEC. 15. It shall be the duty of the International President and Secretary-Treasurer to secure, prior to the date of any International election, a postoffice lock box to which the returns shall be mailed. The President and Secretary-Treasurer or their representatives, shall take the returns from the lock box each day and deposit them in a securely locked box at headquarters, making a check sheet of each envelope received.

SEC. 16. The board of electors shall be composed of one representative of each of the two candidates for President and Secretary-Treasurer having received the greatest number of endorsements and the candidate for First Vice-President having received the greatest number of endorsements, such representatives to be certified to the Executive Council.

SEC. 17. It shall be the duty of the board of electors to meet on the tenth day following an International election, organize by electing a chairman and in the presence of the International President and Secretary-Treasurer, open the box containing the election returns from subordinate unions,

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open all returns and notify by wire local unions whose returns have not arrived or in which minor irregularities or discrepancies occur, and begin the canvass of the vote. Upon completion of such canvass, the board of electors shall submit a notarized report to the International President and Secretary.

SEC. 18. The board of electors as constituted by this article shall have custody of the returns during the period of the canvass and may designate the manner in which such returns are to be preserved following completion of the canvass and the period of preservation.

SEC. 19. The board of electors shall not count votes cast by subordinate unions that have not complied with the provisions of section 22, subsection (2) of this article. (a) The vote of unions shall be counted if they are received before the canvass of the vote is completed. (b) The board of electors shall make a distinct announcement of the successful candidates, who shall assume office beginning on the date provided in the constitution, section 3, article v. (c) Any candidate for a place on the Executive Council shall be entitled to have one representative present at all sessions of the board of electors during the time returns are being canvassed and its report formulated.

SEC. 20. The report of the board of electors shall be printed in detail in The Typographical Journal.

SEC. 21. Candidates for President, First Vice-President, Second Vice-President, Third Vice-President and Secretary-Treasurer who receive a majority of all votes cast shall be declared elected. For all other offices candidates who receive a plurality of all votes cast shall be declared elected. In the event no candidate for President, First Vice-President, Second Vice-President, Third Vice-President or Secretary-Treasurer receives the majority necessary to elect on the first ballot, the board of electors shall direct the Secretary-Treasurer to prepare and issue ballots containing the names of the two candidates who receive the largest number of votes and subordinate unions shall hold an election on the fourth Wednesday in June, the election to be conducted in the same manner and the result to be certified in the same way as obtained in the preceding election. When there is a tie vote between candidates for any office other than President, First Vice-President, Second Vice-President, Third Vice-President and Secretary-Treasurer the decision shall be by lot in a manner to be determined by the tied candidates.

VOTERS, QUALIFICATIONS AND RESTRICTIONS

SEC. 22. The qualifications of voters shall be: (1) Possession of a current working card, and freedom from delinquency of any nature to the International or subordinate unions. (2) Membership in a subordinate union which has transmitted to the Secretary-Treasurer of the ITU March dues and assessments on or before May 20. The same method shall prevail for corresponding months preceding other elections or referendums. (3) Members working in localities in which no local union exists, and who are in no way indebted to the International Typographical Union, shall have the same rights as other members on all matters submitted to the referendum. The Secretary-Treasurer shall see that such members are given the opportunity to exercise this right.

SEC. 23. Every member of the International Typographical Union shall be entitled to a vote for all officers, except as otherwise provided.

SEC. 24. Every member of the International Typographical Union in good standing shall be entitled to vote on all propositions submitted to the referendum.

SEC. 25. Subordinate unions have not the right to require that their members shall hold regular situations before they shall be entitled to vote or hold office.

SEC. 26. Any candidate for any office within the gift of the International Union or any subordinate union who shall pay, or offer to pay the dues and assessments of any member of the union for the purpose of making such member eligible to vote, shall be deemed guilty of bribery and shall be punished as the International or local union may direct.

SEC. 27. Members shall be allowed to vote but once at an election of International officials: Provided, That if those charged with the conduct of the election by a subordinate union, or any of them, have reasons to believe that a member has voted under the jurisdiction of a sister union, or any member challenges his right to vote on account of his having exercised that right previously, he shall be permitted to vote on signing the following: "I hereby declare on my honor that I have not voted for International officers at this election, and I make this declaration with a full knowledge of the fact that misrepresentation renders me liable to discipline."

TAMPERING WITH ELECTIONS

SEC. 28. Any member convicted of misrepresenting returns, altering, mutilating or destroying deposited ballots, or voting fraudulently or illegally, or of intimidating others by threats or otherwise interfering with a member in the exercise of his or her right to cast his or her ballot, shall be punished as the local union may determine; in no case shall the penalty be less than a fine of $25 and the member so convicted shall forever be disqualified for either elective or appointive office within the jurisdiction of the International Typographical Union. It is further provided that for the purpose of preserving the purity of elections and integrity of this law the Executive Council, all other laws or parts of laws to the contrary notwithstanding, is empowered to proceed against an alleged offender and mete out punishment as in the opinion of a majority of the Council is just and equitable.

DELEGATES AND ALTERNATES

SEC. 29. No member of a subordinate union shall be eligible to election as delegate or alternate to the International convention unless he or she shall have been a resident member of and in good standing in such subordinate union at least six months immediately preceding the date on which said election is held. Subordinate unions may require that, to qualify for nomination and election, candidates for the office of delegate or alternate must have attended a specified number (not more than a majority) of the regular local union meetings held during the 12-month period immediately preceding the date set by the local union for nomination of delegates and alternates, but this latter qualification shall not apply to the delegate or delegates, alternate or alternates of a union organized within a lesser period than six months or to members employed in union work.

SEC. 30. No member of a subordinate union shall be allowed to vote for delegate to the International Typographical Union convention unless his or her card shall have been deposited with the secretary not less than thirty days immediately preceding said election. Subordinate unions have not the right to extend the period fixed by this section.

SEC. 31. The election of delegates and alternates to the International Typographical Union convention shall be held on the third Wednesday in May preceding the meeting of the convention in accordance with section 8, article xi, subsection (d), bylaws. In case where a tie vote for delegates or alternates is declared another election shall be immediately ordered by the local officers.

SEC. 32. The number of delegates to which a union shall be entitled must be determined by the average membership on which it paid per capita tax during the twelve months immediately preceding the issuance of the call.

SEC. 33. At the same time delegates to the International Typographical Union convention are elected, subordinate unions shall elect the same number of alternates, who in case of death or inability of said delegates to act, shall be entitled to the full power and privileges accorded delegates.

SEC. 34. The delegates chosen to attend the convention of this union shall hold office until the election of their successors and in case of vacancies subordinate unions are authorized to at once proceed to elect a delegate or delegates as successor or successors. Each delegate must be furnished (for presentation to this union) with a certificate of election, duly authenticated by the seal of his subordinate union, according to the following form, viz:

To the International Typographical Union of North America:

WE HEREBY CERTIFY THAT................., being qualified as required by section 29, article xi, of the International bylaws, was legally elected delegate from this union to the International Typographical Union convention, on the.......

day of................., 19......, his term of office to begin on the first day of the next convention of the said union to be held at ....

Given under our hands and seal of the...............Union No. ...., this......day of..............A. D., 19....

................................., President.

[SEAL] ...., Secretary.

..................................Delegate's Signature.

SEC. 35. Return (under seal) of such delegates-elect and alternates must be mailed to the Secretary-Treasurer within forty-eight hours after election: Provided, That unions of over 2,000 members may make return within seventy-two hours after the close of balloting.

SEC. 36. The expense of said delegates to the convention of this union shall be defrayed by the subordinate unions they respectively represent.

SEC. 37. The Secretary-Treasurer, before the meeting of the International convention, shall prepare a roll of the delegates-elect, and place thereon the names of those persons, and such persons only, as shall be shown to have been elected in accordance with the laws of the International Union and of subordinate unions as certified by secretaries of subordinate unions. In cases of contests, the delegate having credentials in proper form shall be seated, but the names of the parties claiming election shall be submitted to the International convention for final decision on the contest or protest. Where unions have not complied with the laws of the International Union the names of delegates from such unions shall also be submitted.

SEC. 38. No delegate shall be entitled to vote in the convention of the International Union whose union has not previously paid over to the proper officers of the International Typographical Union the per capita tax and all indebtedness of his union. No member of a subordinate union shall be eligible to election as delegate whose wearing apparel does not bear at least five union labels.

SEC. 39. Any subordinate union may, by such vote of members present as local bylaws provide (which shall not be less than three-fourths majority), instruct its delegates to a convention of the International Typographical Union at any regular meeting after election of delegates and previous to said convention: Provided, Such instruction has been presented in writing and read at a previous meeting.

ARTICLE XII—FISCAL YEAR

SECTION 1. The fiscal year of this union shall commence on the twenty-first day of May, and end on the twentieth day of May in each year.

ARTICLE XIII—FUNDS AND REVENUE

SECTION 1. The Executive Council shall secure the funds of the International Typographical Union in excess of monthly requirements or emergency needs by validly sound investment of such surplus reserves, said investments to be made by the President and Secretary-Treasurer under the order of and with the approval of the Executive Council. Investments shall be limited to purchase of United States bonds and such other lawful investments as are approved for securing insurance company reserve funds under the statutes of the State of Indiana.

SEC. 2. The moneys of this union used for defensive purposes shall be drawn on only for the following objects: For the sustaining of legal strikes or lockouts of subordinate or

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affiliated unions; for the payment of expenses of officers or representatives of this union when engaged in the settlement of disputes or the formation of new unions, and for such other purposes, relating strictly to the business of this International Union, as the Executive Council may deem wise or necessary.

Sec. 3. Whenever a union which has complied with all laws shall have within its jurisdiction a lockout, strike or other trouble of like nature, it shall be entitled to such assistance as the Executive Council shall deem necessary, or as shall be directed by the International Union laws to meet such cases.

Article XIV—Honorable Withdrawal Cards

Section 1. Members in good standing who cease to work at the business shall be entitled to the withdrawal card issued by this union, which exempts them from the payment of all dues, and deprives them of all offices and benefits whatsoever. Application for withdrawal cards will be granted or denied by vote of the local union of which applicant is a member. An honorable withdrawal card shall not be issued unless applicant shall have been fully informed in writing by an officer of the local union as to any rights he may have under section 6, article ix, and section 1, article xx, bylaws.

Sec. 2. The withdrawal card shall contain on its obverse side the following words:

International Typographical Union

...., 19.......

This certifies that ...., the holder hereof, was at this day and date a member in good standing of the International Typographical Union, and at his request is granted this Honorable Withdrawal Card, which exempts him from all dues or taxes whatsoever, and acquits him of all rights to benefits of any kind whatsoever in said organization; and he is required to deposit same with the proper officer before again accepting work at the printing trade, and he promises not to violate any trade requirement of the said International Typographical Union, or its subordinate bodies while holding this card.

The holder of this withdrawal card understands that it terminates his membership, and that his continuous membership in the International Typographical Union will date from the time of its deposit in and acceptance by a subordinate union.

The holder of this card may, at his option, at any time within sixteen (16) months from the date hereon, deposit this card and retain continuous membership in the International Typographical Union by payment of all accumulated dues and assessments due the subordinate union issuing this card and the International Typographical Union.

Witness our hands and seal of..........................Union
No. ...., the day and year first above written.
...., President.
...., Secretary.
...., Applicant.
Countersigned......................................, Sec.-Treas., ITU

The reverse of the card shall contain the following, which must be subscribed to when the holder deposits same for the purpose of resuming active membership:

I hereby affirm, on my honor, that since receiving this card I have not been employed on work over which the International Typographical Union claims jurisdiction; that I have not worked at another trade or calling of which there is a regularly organized union without becoming a member of the union of the latter trade, and abiding by its regulations, so far as they are consistent with the laws of the International Typographical Union; that I have not performed any work detrimental to the interests of the International Typographical Union, or any union subordinate thereto; that I have not been guilty of violating any regulation of the International Typographical Union, or any union subordinate thereto; and this declaration is made with full knowledge that any willful misrepresentation renders me liable to discipline.

....Signature.

Sec. 3. Immediately on returning to work at the business, the holder of a withdrawal card shall deposit the same with a subordinate union of the International Typographical Union, subject to the approval of the authorities issuing it, and if on such deposit it shall be found he has violated no laws or rules of the International Typographical Union, he shall be placed on the active list. Withdrawal cards shall not be accepted in a jurisdiction where there is a ban on traveling cards except in locals where said withdrawal card has been issued. A fee of $10.00 shall be charged the member depositing the withdrawal card who does not take advantage of retaining continuous membership, said monies to be credited to the ITU General Fund.

Sec. 4. A member performing any work over which the ITU has jurisdiction may not be issued an honorable withdrawal card.

Sec. 5. When the holder of an honorable withdrawal card loses the same he can only receive a duplicate thereof by applying to the Secretary-Treasurer of the International Typographical Union, who shall issue such duplicate on the payment of $1 after sufficient time has elapsed for an investigation to be made. Duplicates shall be furnished from a series separate from the regular honorable withdrawal cards and have printed thereon the words "Duplicate Card." No duplicate for a lost honorable withdrawal card shall be issued except with the consent of the union issuing the original card.

Article XV—Impeachment

Section 1. In the event of the suspension from his official position of any elected international officer, by the President or his impeachment by the Executive Council, the officer so suspended or impeached shall be furnished with a detailed statement of the reason for such action. A trial board composed of the presidents of the five subordinate unions which have paid per capita upon the largest number of members during the fiscal year preceding such suspension or impeachment shall be directed to proceed to the headquarters city and shall constitute a trial board to try such officer upon the charges presented. The decision of said trial board shall be rendered within thirty days from date of suspension or impeachment and shall be the decision of this International Union, subject to appeal to the convention next following.

SEC. 2. Any member of the Union Printers Home corporation may be impeached for ineligibility or for the commission of an indictable offense, or for violation or willful disregard of his duties of membership. When charges, based upon any one or more of the above enumerated grounds, have been made to the Executive Council against any member of the corporation, and, after trial, have been proven, the Executive Council shall thereupon enter an order of impeachment, which shall be deemed an order of the International Typographical Union, and the Executive Council shall forthwith thereafter certify such order to the Secretary of the Union Printers Home corporation, who shall take such steps as may be proper under the bylaws of that corporation to procure the resignation of the member so impeached; but if the member so impeached shall, upon being so requested, fail or refuse to resign, the Secretary shall thereupon take such further action in the premises as may be proper under the bylaws of that corporation to enforce the expulsion of the member so impeached. A certificate of impeachment from the Executive Council shall be conclusive upon the person named therein as to his ineligibility to membership in the corporation: Provided, Nothing herein contained shall restrict the right or power of the corporation of the Union Printers Home to expel any member, on proper procedure, without the intervention of the Executive Council.

ARTICLE XVI—JURISDICTION

SECTION 1. The jurisdiction of subordinate unions chartered by the International Typographical Union of North America shall cover only the corporate limits of the city or town named in the charter. A subordinate union may receive applications for membership from qualified applicants located within a reasonable distance in unorganized territory.

SEC. 2. The Executive Council of the International Typographical Union shall have power to extend the jurisdiction of subordinate unions to adjoining cities and towns where no union exists, and which are not included in the corporate limits of the petitioning union, for the purpose of enforcing the laws of the International and subordinate unions or to include establishments which move from one jurisdiction to another or to unorganized territory: Provided, That the petitioning union makes satisfactory showing of its ability to properly supervise the additional territory.

SEC. 3. A subordinate union may be empowered by the Executive Council to declare jurisdiction over ships printers, or other journeymen servicing printing and mailing equipment or machinery where granting such jurisdiction will benefit the International Union. All such journeymen shall receive a scale and shall work under rules consistent with the work being performed. This jurisdiction shall be over those ships using as their home port the city in which said

subordinate union holds jurisdiction, and over those establishments with home offices in the jurisdiction employing such technicians and servicemen. Said subordinate union shall specify the work to be performed and other than ship printers the work to be performed must be limited to factory and manufacturing installations and servicing of such equipment and machinery.

SEC. 4. A subordinate union has no control over men regularly enlisted in the army or navy of the United States or the Dominion of Canada who may be detailed in the signal service to work at the business at military headquarters or posts.

SEC. 5. Where a member of a local union under the jurisdiction of the International Union works at another trade or calling of which there is a regularly organized union, such member shall be required to join the union of the latter trade or calling, and abide by its regulations, so far as they are consistent with the laws of the International Union.

SEC. 6. When the International officers believe it will be to the interest of the organization, they shall advertise any unfair publication in such paper or papers as reach those who can be influenced to aid in making it fair.

SEC. 7. All classes of mailing, regardless of whether done by hand or power, are part of the mailing trade, and are under the jurisdiction of the International Typographical Union.

SEC. 8. Any method or process that substitutes or replaces traditional composing room or mailing room work, regardless of the material or equipment used, is under the jurisdiction of the International Typographical Union.

SEC. 9. Subordinate unions are directed to keep alert to the fact that in relinquishing jurisdiction over newspaper writers the International Typographical Union did not relinquish such jurisdiction over labor publications. The A. F. of L. was notified: "It will be noted that the only jurisdiction surrendered by the above is that over newspaper writers, this term being understood to mean only writers who gather news for newspapers of general circulation in the community in which published."

ARTICLE XVII—LABELS

SECTION 1. Local unions, acting as agents for the International Typographical Union, shall loan labels for use or cause the same to be used in such offices and by such employing printers as fully comply with the rules and regulations of the International Typographical Union and said local unions, and also sign a label contract. The Executive Council of the International Typographical Union shall have the typographical union label withdrawn from all printing establishments employing members of antagonistic organizations.

SEC. 2. The typographical label shall be supplied to local unions by the Secretary-Treasurer of the International Typographical Union in such form as may be deemed expedient or matrices may be purchased through said Secretary-Treasurer, the cost thereof to be paid by the local union, but the

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matrices to remain the property of the International Typographical Union and to be surrendered by the local union on order of the International Executive Council.

SEC. 3. The label shall be used only under contracts providing for an hourly rate of at least $2.00 per hour and requiring members to work no more than a five-day, forty-hour week.

SEC. 4 Any office that opposes organization activities by the International Typographical Union and/or local unions of employes performing work coming under jurisdiction of the International Typographical Union shall not be permitted use of the typographical label.

SEC. 5. The labels owned and furnished by the International Typographical Union, and described in its constitution, shall be transmitted to local unions on receipt by the Secretary-Treasurer of this union of a sum of money not exceeding 10 per cent above the actual cost of production and distribution of said labels. Local unions shall have the right to say whether labels ordered by them shall be machine cast or electrotyped. Said labels shall remain the property of the International Typographical Union. No local union shall be permitted to grant the label to offices outside the corporate limits of the city or town named in its charter, without first securing an extension of jurisdiction from the Executive Council. Where a local union has been authorized by the Executive Council to extend its jurisdiction to include other cities or towns it may, with approval of the Executive Council, secure typographical labels with the name of each of such incorporated cities or towns for exclusive use by printing establishments in the city or town for which such labels are secured to be used under the conditions established for the use of the label by the particular local union having jurisdiction, and in accordance with the laws of the International Union governing the use of the Typographical Union label.

SEC. 6. In cities where an organization of mailers exists, or in localities where mailers' organizations have jurisdiction, it is imperatively ordered that no typographical label shall be issued without consultation with the mailers' local having jurisdiction over that locality. Typographical unions shall notify in writing the nearest mailers' local when organizational work is undertaken in shops where mailing work is also performed.

SEC. 7. Subordinate unions shall not allow the typographical label to be used upon any work where the composition is performed by any person who is not an active member of the International Typographical Union. In offices where the proprietor, or proprietors, performs composing room work the label shall not be used unless at least one journeyman member aside from the proprietor is employed at the scale and under union rules and regulations on work that bears the label. In localities where the Typographical Union label is used it shall be the duty of typographical unions to exert every effort to organize mailers.

SEC. 8. In jurisdictions where a charter has been revoked and the Executive Council believes it to be to the best interests of members not directly responsible for the local conditions which caused the loss of the charter, it shall be optional as to whether or not the Council shall permit the continued use of the union label by specific shops which satisfy the Executive Council as to the continuance and maintenance of union standards in such shops. Under such circumstances the use of the label in the area shall be under whatever regulations are determined by the Executive Council to be necessary for the protection of the membership.

SEC. 9. The label shall not be placed on work sub-contracted by label offices from non-label offices.

SEC. 10. Where the label is used, the label license number of, or the imprint of the firm actually doing the work, and not that of the concern for which the work is done, must be used.

SEC. 11. Subordinate unions are hereby instructed to bring before their respective legislatures a law protecting union labels, if such protection is not already available.

SEC. 12. In localities where a local Allied Printing Trades Council has been formed, Typographical and Mailer unions shall, in good faith, advance the use of the Allied label: Provided, That where other unions have issued any union label other than the Allied label to the detriment of Typographical or Mailers unions, the Executive Council of the International Typographical Union may authorize use of the Typographical Union label; and provided further, That where local Allied Printing Trades Councils fail to function properly or legally the use of the Typographical label may be so authorized. In localities where the offset lithographic process is being used the Executive Council may authorize the use of the Typographical Union label to protect the jurisdiction and interests of the International Typographical Union.

ARTICLE XVIII—MEMBERSHIP

APPLICANTS—NEW

SECTION 1. No union shall admit as a member any person who comes from a place where a union existed at the time of his leaving, unless he can produce a duly attested traveling card from said union: Provided, That any applicant for membership may be admitted if no objection is raised after the union from whose jurisdiction the applicant comes has been communicated with, and after publication of the application in The Typographical Journal as required by law. Any subordinate union violating this law, shall be liable to a fine of $25.

SEC. 2. All applications for membership shall be filed in duplicate on forms provided by the Secretary-Treasurer of the International Typographical Union. Secretaries of subordinate unions are required to furnish the Secretary-Treasurer one copy of each application. Local unions shall require applicants to furnish adequate evidence of the date of birth. The names of all applicants for admission who have been known to or are suspected of having worked under the jurisdiction of a sister union or about whose antecedents there is the least doubt, shall be published in The Typographical Journal, and no such applicant shall be received into membership until twenty-six days after the date of such publication. The requirements of publication in The Typographical Journal shall not be operative during the progress of a strike, or during the life of amnesty declared in accordance with the requirements of the laws of this union.

SEC. 3. (a) No person shall be admitted to journeyman membership in a subordinate union who has less than six years experience at the trade or through completion of an apprenticeship, except that upon request of a subordinate union an applicant who has established competency and has met the educational requirements of the ITU Bureau of Education may, with the consent of the President of the International Typographical Union, be admitted as otherwise herein provided. All applicants for membership shall be required to pass a final test as prescribed by the International Typographical Union Bureau of Education as to competency before admission. Should applicant fail to pass such examination satisfactorily he shall be required by local union to complete the International Typographical Union Course of Lessons in Printing together with such other trade training as the ITU Bureau of Education may require. The foregoing applies to applicants trained in the craft specified in section 1, article i, constitution, as "printer." (b) All applicants for membership shall be required to subscribe to and study the ITU Lessons in Trade Unionism. (c) The examination blanks and the outline of the competency test shall be furnished to subordinate unions upon request by the Bureau of Education of the International Typographical Union. (d) Where the International Typographical Union takes jurisdiction over work of "other skilled employes" as provided in section 1, article i, of the constitution, their degree of competency and fitness for membership shall be determined by the ITU Bureau of Education and the additional training, if any, required to establish full competency and fitness shall be determined by the Executive Council of the International Typographical Union. (e) Mailer applicants who have not completed a regular apprenticeship may be admitted to membership upon approval by the local union when the applicant is to be employed on journeyman work at the journeyman scale under circumstances deemed an emergency by the local union. Publication of the names of applicants under the provisions of section 2 of this article is not required. (f) Mailer apprentices with less than four years' actual experience at the trade (exclusive of upgrading) cannot be transferred to the journeyman roll without requesting cancellation of regular apprenticeship and permission of the International President to exercise section 3 (e), article xviii, bylaws, stating reason for the request.

SEC. 4. When an applicant is elected to membership in a subordinate union, and leaves the jurisdiction of said union before being obligated, the obligation may be administered by any other subordinate union upon presentation of properly certified credentials providing the obligating union will

accept the responsibility of examining the applicant on the Trade Unionism Unit of the Lessons in Printing and, after satisfactorily passing such an examination will submit certification to that effect to the Bureau of Education as provided for in section 3, article xviii, bylaws. The secretary of the union obligating the applicant shall notify the secretary of the union electing, and he shall then remit the registration fee to the Secretary-Treasurer of the International Typographical Union in regular form and issue a traveling card to the person so obligated.

SEC. 5. Where there is not a sufficient number of applicants employed to secure a charter, those applicants may file their applications with a nearby union of their craft in the manner provided in section 2 of this article. In jurisdictions where only local typographical unions are established, mailer applicants may submit their applications through the local typographical union. In such instances applicants, with regard to competency and fitness for membership, shall be given tests and passed upon by the ITU Bureau of Education in the manner prescribed in section 3, article xviii, ITU bylaws, for "other skilled employes" and may retain membership in such local typographical union until such a time as a local union of their particular craft is organized: Provided, Where an organization campaign is being conducted by the International Union, the International registration fee may be waived by the Executive Council in instances where competent applicants in sufficient number to issue a charter make application for membership: Provided, further, Nothing in this section shall be construed as denying the right of a member to work in unorganized territory and pay his dues and assessments directly to the International Secretary-Treasurer.

SEC. 6. Persons eligible for membership who are located in a state or province where restrictive laws prevent local unions from accepting applications for membership may, with the approval of the Executive Council, apply directly to the International Typographical Union for membership, paying such initiation fee as may be required in addition to the registration fees provided in section 11, article xviii, bylaws. Such application for membership shall be approved or disapproved by the Executive Council, after the provisions of sections 2 and 3, article xviii, have been followed so far as they may apply, and after local unions from whose jurisdiction such applications may come have waived objection to admission. Applicants admitted by the Executive Council under this section shall receive traveling cards from the International Typographical Union and shall thereafter be governed by all laws relating to traveling cards.

SEC. 7. For the purpose of effecting more complete organization of the industry, a subordinate union may issue a provisional membership in the local union to such applicants as are eligible to membership in the International Typographical Union. Provisional members shall pay such local dues as are set by the local union for such members and the local union shall provide them with monthly copies of The Typographical Journal. Provisional membership may be granted

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only to qualified applicants employed in printing establishments in the course of organization. Provisional members shall not be eligible to vote or entitled to any local or International union benefits until such time as they become full members, or local union organization work of their printing establishment is completed, after which they shall be liable to all dues, assessments and other obligations required of all active members of the International Union and their continuous membership qualifying them for international and local union benefits shall begin on that date. Where a strike or lockout has occurred or where a local union deems it necessary for the best interests of the union in organizing an establishment, a designated officer of the local union or an ITU representative may be authorized by the Executive Council to accept for membership in the ITU applicants who meet the eligibility requirements established by the laws of the ITU. Where the ITU Executive Council believes it to be in the best interests of the ITU and a local union in the jurisdiction of which such organization activity is undertaken, such persons may be considered in the same category as members working in unorganized territory until such time as the need for such protective membership is no longer necessary.

SEC. 8. A candidate for membership can not be rejected solely on the ground of having served his apprenticeship in an "unfair" office, but a local union may impose such restrictions, in its discretion, as seem best for the general welfare, upon apprentices entering "unfair" offices within its jurisdiction, and such apprentices may not be permitted to enter the union until such restrictions are removed or special laws com[illegible]d with.

SEC. 9. Subordinate unions shall have the power to grant or refuse an applicant for membership a permit to work while his or her petition is pending. An applicant for membership, working under permit pending final action on his or her case is entitled to work in union offices and receive the same recognition as members of the union: Provided, Local unions may establish regulations preventing applicants from holding priority previous to obligation as a journeyman: Provided, further, That subordinate unions have the power to revoke permits, pending final action, if it be known that applicants have sought employment contrary to the provisions of section 1, article viii, bylaws, or for any other reason deemed expedient. When an applicant for membership or reinstatement is once rejected in a subordinate union he can not again make a new application in any union for a period of six months from the time of such rejection except by permission of the International President.

SEC. 10. An applicant (who is not otherwise disqualified) can not be rejected by a subordinate union while three-fourths of the members present at the meeting at which said application was acted on voted in favor of his admission, nor can an applicant be admitted to membership without having secured such three-fourths vote: Provided, Subordinate unions may adopt legislation that would admit or reject an applicant by three-fourths vote of its executive committee subject to the appeal laws of the International Typographical Union: Provided further, This shall not apply when amnesty authority is in effect under the provisions of section 24, article xxii, bylaws.

REGISTRATION FEES

SEC. 11. Subordinate unions shall collect in addition to the local initiation fee of the subordinate union a registration fee from each initiate as follows: Those less than 35 years of age, $30; those 35 years of age or more, $35, which will be transmitted to the International Union with the name of the initiate: Provided, Where organization campaigns are in operation by the International or subordinate unions, registration fees may be waived by the Executive Council. The Secretary-Treasurer shall credit receipts from registration fees to the general fund.

REINSTATEMENT OF SUSPENDED MEMBERS

SEC. 12. For reinstating members suspended for non-payment of dues the local union shall collect a reinstatement fee of $25 and such local and International Typographical Union dues and assessments as were due at the time of suspension, together with such International Union per capita tax and assessments as shall have accrued to the time of reinstatement; and the secretary of the local union shall transmit to the Secretary-Treasurer of the International Union, properly segregated by months, all International Union dues and assessments collected by such subordinate union, together with $10 of the reinstatement fee. Members suspended for non-payment of dues while in possession of a traveling card may be reinstated by the Secretary-Treasurer of the International Typographical Union, if such members are not located within the jurisdiction of a local union, upon payment of a reinstatement fee of $10 and accumulated dues and assessments as herein provided.

SEC. 13. A member who does not apply for reinstatement as provided in section 12 within a period of one year after date of suspension forfeits all rights to re-establish continuous membership and can rejoin only by making application as a new member.

SEC. 14. A member who engages in mechanical work at his trade in the jurisdiction of a local union of his craft or who is guilty of conduct unbecoming a union member during the period of suspension can not be reinstated, but may make application as a new member.

SEC. 15. A member who reinstates continuous membership as provided in section 12 shall not be eligible to apply for admission to the Union Printers Home, or make application for the old age pension, within a period of one year after date of reinstatement; or if death occurs within a period of three months after date of reinstatement the member shall not be entitled to the mortuary benefit.

APPLICANTS FROM FOREIGN PRINTING TRADES UNIONS

SEC. 16. The duly attested cards of all persons from foreign printing trades unions, which unions will reciprocate in kind, shall be received by subordinate unions and their holders, if qualified and competent, admitted to membership on payment of the International Typographical Union registration fee. To qualify, the holder must show proof of six years' trade experience. He will be required to purchase and study the ITU Lessons in Unionism: Provided, That recipient unions may require that holders must pass language and competency tests before admission.

ARTICLE XIX—MEMORIAL DAY

SECTION 1. The last Sunday in the month of May of each year shall be known as Typographical Union Memorial Day. Subordinate unions are urged to observe the same with suitable ceremonies and to decorate the graves of all departed union printers and mailers or members of the allied crafts and to hold such other services as may be appropriate to the occasion.

ARTICLE XX—OLD AGE PENSION AND MORTUARY BENEFIT

OLD AGE PENSION

SECTION 1. Any member of the International Typographical Union who has reached the age of 60 years and having a continuous membership of twenty-five years immediately antedating the time of application and who is unable to continue in or secure sustaining employment because of age or disability may receive the sum of $22 per week.

SEC. 2. Any member having a continuous membership of 30 years immediately antedating time of application, and who has not reached the age of 60 years, may, upon submission of full and sufficient proof of total and permanent incapacitation, receive the sum of $22 per week subject to the provisions hereinafter set forth, except that the provisions of section 4 of this article shall not be construed as being applicable to members who have been determined to be totally and permanently incapacitated for the purposes outlined above.

SEC. 3. Pensioners may engage in a pursuit inside or outside the trade, but shall not be eligible for the pension in any four-week pension period that money received as wages shall exceed the sum equivalent to eight shifts' pay at the scale of the union with which pensioner is affiliated, or in any five-week pension period that money received as wages shall exceed the sum equivalent to ten shifts' pay at the scale of the union with which pensioner is affiliated: Provided, That the regulation of the working privilege to pensioners be relegated to subordinate unions.

SEC. 4. Applications for pensions shall be made on blank forms prepared and furnished from International headquarters, which shall require answers to all questions, and the setting forth in full of all facts required to establish the right of applicant to the benefits of the pension. Such blank shall also include a form of certificate that the application has been read in full at a regular meeting of the local union or the executive committee of the local union of which the applicant is a member, and has been approved by a majority vote of those in attendance upon such meeting or by the executive committee of the local union. Said application shall be published in The Typographical Journal and should no objection be made within thirty days from the date of said publication, the member shall then be placed on the pension roll and payment of benefits start from date of approval by the local union or the executive committee of the local union on the application. Should objection be raised, the case shall be investigated by the Executive Council and the council shall act thereon in such manner as in its judgment seems proper.

SEC. 5. Members resident of the Union Printers Home shall be eligible to make application for the pension while so residing at that institution and shall be permitted to remain in the Home pending decision on application if he or she so elects. If application is acted upon favorably, applicant shall vacate the Home not less than one week previous to the issuance of his first pension check; if applicant is rejected applicant shall continue as a Home resident if he so desires.

SEC. 6. A member who was on pension roll when entering Home, upon vacating, shall again be placed on roll by International Secretary-Treasurer, and member's local union notified of such action, and eligibility to receive pension shall begin on the Monday following his departure from the Home.

SEC. 7. Secretaries of subordinate unions shall forward on the last Saturday of each calendar month to the International Secretary-Treasurer a true and correct list of members on the pension roll showing the amount due each pensioner. On receipt of such list the International Secretary-Treasurer shall transmit the amount due to the local secretary for distribution.

SEC. 8. Any beneficiary who has knowingly testified falsely concerning his or her qualifications as a worthy applicant for said pension shall be debarred from receiving pension for such time as the Executive Council may deem fit.

SEC. 9. The Executive Council shall have the power at all times to review any pension case, and if in its opinion circumstances warrant it the beneficiary may be debarred from further participation in the pension fund. In any case where payment of the full International Typographical Union pension to a pensioner would deprive him of a pension or similar benefits from other sources, the Executive Council shall have power to authorise payment of a smaller International Typographical Union pension.

SEC. 10. In order to meet exigencies that may arise, the Executive Council is authorized and empowered to make such changes in administering the old age pension fund as it may deem wise.

MORTUARY BENEFITS

SEC. 11. Mortuary claims shall be allowed the beneficiary of any deceased member in good standing under the following terms and conditions: It is expressly provided that the beneficiary of any member shall be entitled to the mortuary benefit should death occur within the thirty-day period immediately following the expiration date of a current working card. (See section 1, article ix, and section 2, article xxiii, bylaws.)

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SEC. 12. Each and every member of the International Union shall be required to designate a beneficiary to whom his or her mortuary benefit is to be paid in event of death. Such designation shall be made upon his or her application for membership, or upon a blank provided by the International Secretary-Treasurer for the purpose. The mortuary benefit of a member who is on the old age pension roll or a resident of the Union Printers Home at time of death shall be disbursed as provided in section 17, and no beneficiary may be designated other than as provided in that section. Any member may change his or her beneficiary at any time by notifying the International Secretary-Treasurer and filling out the proper form, except that pensioners and Home residents shall be restricted in the choice of beneficiary or beneficiaries to the relatives listed in section 17.

SEC. 13. The mortuary benefit is primarily intended to guarantee proper burial for the member and other considerations are secondary to this end. The local union shall determine what constitutes a proper burial in cases where the deceased member is indebted to the local union for assistance provided or guaranteed before death during and pertaining to his last illness; or for dues and assessments the local union has been compelled to pay in his behalf as provided in section 8, article ix, bylaws, and in such cases the excess over burial expenses shall be paid to the local union to the extent of such indebtedness before any amount shall be paid to a designated beneficiary.

It is specifically provided that the mortuary benefit is not to be used as security for personal loans by the local union or others to members. Dues and assessments paid by a local union on behalf of a pensioner or resident of the Home are not deductible from the mortuary benefit.

Sums paid by the local union for transportation to the Home or as refund transportation from the Home or subsequent Home transportations which the member can not pay himself may be charged as indebtedness to the local union within the meaning of this section.

Where a member has made no specific arrangements for funeral expenses to be paid from another source the International Typographical Union mortuary benefit shall be available for that purpose except as herein otherwise provided. Where the Secretary-Treasurer of the International Union has documentary information that a member has made specific arrangements for funeral expenses to be paid from another source indebtedness to the local union as above provided shall first be paid and upon presentation of receipted bills for funeral expenses the balance shall be paid to the designated beneficiary. Where (without specific arrangement) funeral expenses have been paid from insurance or other fraternal benefits, the designated beneficiary shall receive such mortuary benefit as may be payable.

SEC. 14. If no beneficiary be named or if the designated beneficiary resides at a point where he or she can not take charge of the funeral then the International Typographical Union shall defray the expenses of the funeral out of the amount owing upon the mortuary benefit of the deceased member not to exceed the amount available from such benefit.

SEC. 15. On the death of a member in good standing the president and secretary of the subordinate union shall immediately notify the Secretary-Treasurer of the International Typographical Union on a form provided for that purpose, accompanying such notice with the last working card or traveling card of the deceased member. The application for mortuary benefit form shall contain an itemized statement of all sums due the local union for which it claims payment, the amount to be paid the beneficiary and (where funeral expenses are to be paid from the benefit) shall be accompanied by the itemized bill for funeral expenses of the deceased. In the event that the designated beneficiary shall have paid the funeral expenses the balance of the benefit due the beneficiary shall be specified on the form.

SEC. 16. If there be no indebtedness to the local union nor any notice properly filed as to the payment of funeral expenses from another source, or if funeral expenses have not been paid from another source, the beneficiary is hereby charged with the responsibility for payment of burial expenses and unless the beneficiary submits a receipt showing payment of funeral expenses the local union shall forward the bill for such expenses for payment. The balance of the benefit may then be paid to the beneficiary. Should the designated beneficiary be other than the person in whom the right of burial rests, funeral expenses in the amount determined and guaranteed by the local union shall be paid and the residue of the benefit paid to the designated beneficiary. (Refer to section 13 for cases where deceased was indebted to local union.)

SEC. 17. Where a deceased member is on the old age pension roll or a resident of the Union Printers Home at time of death and has not designated one or more of the persons specified in paragraph (c) below, Union Printers Home or a local union as his beneficiary or beneficiaries;

—or where a deceased member has not designated a beneficiary;

—or in the event the beneficiary designated shall have died before the mortuary benefit check is cashed;

—or if the deceased member has designated his wife as beneficiary and, after such designation, she ceased to be his wife;

—then, or in any of these events, the mortuary benefit shall be disbursed as follows:

(a) First, payment of funeral expenses guaranteed by local union, the superintendent of the Union Printers Home or the Secretary-Treasurer of the International Typographical Union.

(b) Second, to reimburse his local union as provided in section 13 of this article.

(c) Third, to the living wife (husband) of the member; but in the event there is no wife (husband) living then to be disbursed for the benefit of the living children in equal amounts. In the event there are no children then to the surviving father and mother or either of them surviving alone. If no wife (husband), child or children, father or mother survive, then to surviving brothers and sisters in equal shares. Payments due minor children may be paid to a legally appointed guardian, or if none has been appointed, payment may be made to the president and secretary-treasurer of the local union to be expended by them on behalf of such minor or minors.

(d) Fourth, in the event there are no surviving wife or husband; children, mother or father; sisters or brothers, then the balance remaining shall revert to the mortuary fund.

SEC. 18. Only the local union of which the deceased was a member at time of death (or the local union having charge of the funeral of a member on traveling card) shall have the right to file claims for reimbursement as provided in section 13 hereof. Where the deceased is to be buried in a place other than where death occurs the local union with which deceased's card is on deposit shall make all arrangements and report fully on mortuary benefit application blank to the Secretary-Treasurer of the International Union. Payment of mortuary benefits shall only be made on receipt of mortuary benefit application blanks fully made out by the local officers. Where the beneficiary of a deceased member died before mortuary benefit check is cashed the local union may handle joint funeral expenses the same as though they were of the deceased only.

SEC. 19. It is specifically provided that in the interpretation and application of these mortuary benefit laws the International Typographical Union shall be the sole and final authority.

SEC. 20. In case of the decease of a member holding a traveling card, the mortuary benefit shall be paid through the local union in or near whose jurisdiction death occurred or in or near whose jurisdiction burial takes place, as may be decided by the International Secretary-Treasurer. In cases where there is no nearby local union, the International Secretary-Treasurer is authorized to disburse the benefit in accordance with the Mortuary Laws.

SEC. 21. In the event the beneficiary or beneficiaries of a deceased member can not be located within thirty days after notice of death the International Secretary-Treasurer shall insert in the next three issues of the official Journal a notice requesting information about such beneficiary or beneficiaries. If after six months from the date of first such publication no claim is received from the said beneficiary or beneficiaries, then the mortuary benefit payable to such beneficiary or beneficiaries shall revert to the mortuary fund.

ARTICLE XXI—STRIKES, LOCKOUTS AND DEFENSE

SECTION 1. In the event of a disagreement between a subordinate union and an employer, which, in the opinion of the local union, may result in a strike, such union shall notify the President, who shall in person or by proxy investigate the cause of the disagreement and endeavor to adjust the difficulty. If his efforts should prove futile, he shall notify the Executive Council of all the circumstances, and if a majority of said Council shall decide that a strike is necessary, such union may be authorized to order a strike.

SEC. 2. When a strike has been authorized by the Executive Council, a vote by referendum may be ordered, or the president of the subordinate union shall, within a time fixed by the Executive Council, call a meeting of said union (of which all members shall be constitutionally notified) to take action thereon. All members in good standing and who have been members of said union for the preceding six months, except those classified as proprietor or not-at-the-trade for dues payment purposes, shall be deemed eligible to vote upon the questions pertaining to the inauguration and for settlement of strikes or lockouts. Should a majority of such members present decide by secret ballot in favor of a strike the president of the subordinate union shall immediately notify the Executive Council that a strike has been inaugurated and give all available information including number of members involved.

SEC. 3. Whenever a strike occurs without the sanction of the Executive Council, the council must immediately disavow the illegal strike and notify all subordinate unions to that effect. Protection shall be guaranteed to all members who remain at, accept or return to work in offices affected by the illegal strike, as specified in section 8. Any officer or member of a union who shall suppress or conceal from his union or the Executive Council any official information concerning a strike, or a proposed strike, shall upon conviction by the local union be suspended or expelled.

SEC. 4. A strike or lockout of any branch or craft of the International Union, authorized by the Executive Council thereof, shall apply alike to each and every union, craft and individual working under said jurisdiction in the office or concern involved. Should a majority of said union fail to support a proposition to strike, the aggrieved union may take an appeal to the Executive Council, and, if after being furnished with statements from all parties concerned, a majority of the members of that body believe the inauguration of a strike necessary, the President shall in person, or by proxy, again attempt to effect a settlement with employers, and if unsuccessful, shall, through the officers of the various unions, order a general strike of all members of the International Typographical Union employed by the firm or firms interested, and those disregarding this order shall be forthwith expelled.

SEC. 5. In case of impending trouble involving allied crafts, the Executive Council shall call into consultation the president or presidents of unions of such crafts.

SEC. 6. A strike or lockout of any union may be declared ended by a majority vote of the union, in case of a strike or lockout where more than one craft or union affiliated with the ITU is involved, settlement shall be made by a majority vote of each craft or union involved. In making settlement

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all crafts or unions involved shall be parties thereto, as provided by ITU laws.

Sec. 7. It is imperatively ordered that no strike or lockout shall be deemed legal, or money expended from defense funds on that account, unless the strike or lockout shall have been authorized or recognized by the Executive Council; but should a strike, lockout or reduction of wages be forced on a union without an opportunity to carry out the provisions of sections 1 and 2, said union shall be entitled to the full privileges of defense funds.

Sec. 8. To affect union men prejudicially to their standing in the union who remain at work in an office where any number of the union men in such office have struck on what they deem good grounds for such action, the strike must have been authorized in accordance with sections 1, 2 and 4 of this law. Unless so authorized, those remaining at work are not liable to charges of violation of any union laws.

Sec. 9. When there shall have been a strike ordered in accordance with the laws of the International Union all union men shall be deemed to have been notified.

Sec. 10. When a strike has been inaugurated in accordance with the provisions of this article and authorized by the Executive Council or a lockout has been sanctioned by the Executive Council, there shall be paid an amount sufficient to pay the benefits herein provided. Each member shall receive as a weekly benefit 60 per cent of the scale (for day work). If there are two or more separate scales in the jurisdiction, the benefits shall be based on the highest of these scales (for day work). In any event not less than $36 per week shall be allowed for each member. Payment of benefits may be discontinued at such time as the Executive Council deems wise and names may be added to or removed from the strike roll at discretion of the Executive Council: Provided, No member shall be entitled to strike benefits until a strike has been in progress one week and said strike or lockout shall have caused his income at the trade to cease, except as provided in section 12 hereof. In order to effect a uniform weekly date of payment of strike benefits, the Executive Council may authorize the Secretary-Treasurer to adjust a local union's strike week by payment of one-fifth weekly benefit for any day a striker otherwise qualifies in such adjustment period.

Sec. 11. No subordinate union shall be allowed to increase the statutory benefits without the sanction of the Executive Council, unless the said subordinate union pays such increase out of its own treasury.

Sec. 12. No member of a subordinate union on strike shall be entitled to the weekly benefit unless he reports daily to the proper officer of the subordinate union while the strike continues. Any member refusing work while out on strike shall be deberred from all benefits under this law, and for each day's work performed in excess of one shift one-fourth of the member's regular strike benefits for that week shall be deducted.

Sec. 13. All monies received by a union from the International Typographical Union shall be used, with the approval of the Executive Council, in supporting men on a strike or lockout, in assisting their removal to other cities, paying the necessary expenses of the conflict, and prosecuting strikes in such further manner as the union interested and the Executive Council shall deem advisable.

Sec. 14. During the continuance of a strike the executive board of a subordinate union shall make weekly reports to the Secretary-Treasurer of the International Union, showing the amount of money distributed for benefits, number of beneficiaries—heads of families and single persons, union or nonunion—and all other facts that may be required. All moneys from the International Union remaining unused by the local union shall be returned to the Executive Council.

Sec. 15. In the event of a strike against all shops of members of an employers' association, the union or unions involved may settle with such individual employers as may be so inclined.

Sec. 16. The International Union disapproves of the division of members of subordinate unions into distinct classes in the settlement of questions, believing it to be the right and duty of each member to vote on such occasions, except as otherwise provided by law.

Sec. 17. All moneys received by the Secretary-Treasurer for defense purposes may be expended by the Executive Council as otherwise provided by law and for such other defense purposes as the Executive Council deems useful in advancing the interests of the International Typographical Union, its subordinate unions and members, including expenditures occurring in connection with any strike or lockout, publicity campaigns, expenses incurred in establishing or encouraging the establishment of enterprises to compete with or replace any establishment where a strike or lockout is or has been in progress or is threatened or any other means which in the judgment of the Executive Council, would advance the interests of the International Typographical Union, its subordinate local unions, or its members, through any action deemed by the Executive Council to be defensive in character. Where members have been deprived of their usual opportunity for work because of a shutdown of a plant caused by a strike of another union it may be considered a defense expenditure for the Executive Council to pay such members the equivalent of strike benefits as special assistance for such time as may be determined by the Executive Council, provided such payments are legal.

Sec. 18. Where one employer operates more than one plant or establishment local unions in whose jurisdiction such plants or establishments are located may take such joint action as is lawful under civil law after approval by the Executive Council. The Executive Council is empowered to require subordinate unions to obtain approval of the International Union before signing any contract with a firm, corporation or owners of chain or group plants or establishments unless provision is specifically set forth permitting members of said union to support by strike action any authorized action of a local union which is a unit of such chain or group which refuses to enter into a collective bargaining agreement with a sister subordinate union: Provided, That when the Executive Council has authorized a strike or a lockout in the jurisdiction of a local union involving a concern which is a component part of a group or chain of concerns, or where joint or corporate interests are involved, the Executive Council shall have authority to authorize subordinate unions to take such action as may be lawful.

Article XXII—Subordinate Unions and Officers

Section 1. Subordinate unions are required to elect three auditors, or select an expert accountant or accountants, whose duty it shall be to examine and audit quarterly all books and records of their financial officers; to personally visit banks to secure a written statement of bank balances at time of audit; to verify monthly bank statements of deposits and withdrawals; to personally visit bank safety deposit vaults for verification of contents reported to be held therein for the quarterly periods May-June-July, August-September-October, November-December-January, February-March-April, and report to the Secretary-Treasurer of the International Typographical Union by the twentieth of the month following the end of the quarter, the condition of the funds and accounts, the number of members in good standing, number initiated, expelled or suspended, admitted or withdrawn by card for each month, the amount of the fiduciary officers' bonds and the company in which they are bonded, the amounts expended in sick relief, funeral benefits, or in any form of charity, together with such other information as the Executive Council may deem necessary. A majority of the auditors, or the expert accountant or accountants, must be present at the examination of the accounts, and no member of the committee, and no accountant, shall attach his or her signature to a report unless such member or accountant shall have personally participated in such examination. The president of the subordinate union shall sign the quarterly report attesting that the auditing committee or expert accountant has audited the books as provided in this section. Should inaccuracies appear in the report of an auditing committee, the President of the International Typographical Union shall appoint an expert accountant to examine the books of the union in which such inaccuracies are noted, who shall report his findings to the President of the International Typographical Union, he in turn to file the same with the president of the union concerned, who, in event of willful falsification by said auditing committee, shall suspend such committee from office, together with the delinquent financial officer or officers, and impose upon each of them a fine of $10, which fine shall be forwarded to the Secretary-Treasurer of the International Typographical Union. In the event of the suspension of an auditing committee, an election of their successors shall be held within one month from the date of such suspension, or expert accountants shall be appointed. Expenses of examination of books and records shall be borne entirely by the subordinate unions. Subordinate unions failing to report to the Secretary-Treasurer of the International Typographical Union, as required by this section, shall be fined $25.

Sec. 2. Every local union subordinate to the International Typographical Union shall cause its president, secretary-treasurer and chapel chairmen; and where union funds are handled, other employes, representatives, officers or agents, to be bonded in the sum of at least $1,000. A copy of such bonds, or other evidence of bonding deemed satisfactory by the International Typographical Union, shall be filed with the Secretary-Treasurer of the International Typographical Union.

Sec. 3. Where a subordinate union alleges misappropriation, default or shortage, it shall report the full circumstances and details to the Executive Council of the International Typographical Union for such action as that body shall deem proper. The Executive Council may in its discretion summarily expel the officer found to have defaulted in his accounts to the local union.

Sec. 4. The funds of each local union deposited in bank shall be deposited in the name of the local union, and money shall be drawn from the accounts only by checks signed by the president and secretary-treasurer, and only then when both officials are fully satisfied that such money is lawfully and justly due the person or persons for whose benefit the check is drawn. Bonds or other securities owned by local unions shall be deposited in safety deposit boxes which can only be opened in the presence of such officers as are provided by local union laws, but no less than three, two of whom shall be the president and secretary-treasurer. Where a certified accountant is not employed to make audits, one member of the local auditing committee shall be the third member. Should inaccuracies appear in the accounts of the local union, or if the president of the local union has reason to believe there is a shortage or misappropriation of funds, he shall at once report the matter to the President of the International Typographical Union for investigation. In the absence of the president of the local union, and in cases where the offices of president and secretary-treasurer are combined, the vice-president shall perform those duties of the president hereinbefore specified.

Sec. 5. Subordinate unions are required to furnish on request a detailed statement of scales of prices, hours of labor, and any other information as may be deemed necessary by the Executive Council for the keeping of proper records at International headquarters or for use in furthering the objectives of the union. Such information may be codified and printed or published as necessary to meet the needs of the International and local unions.

Sec. 6. Subordinate unions shall fix a time and date for regular monthly meetings that will permit members holding situations on seven-day newspapers to attend these meetings.

Sec. 7. Returns of per capita tax from subordinate unions shall be made monthly, under seal, to the Secretary-Treasurer of the International Typographical Union. These returns shall state the number of members of the union and the amount so forwarded.

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SEC. 8. It is enjoined upon each subordinate union to have a suitable seal engraved, to authenticate all documents.

SEC. 9. An appeal for financial aid from a local union to subordinate unions to be legal must bear the printed approval of the Executive Council.

SEC. 10. It shall be the duty of presidents of subordinate unions to correct all violations of law of the International Typographical Union within their jurisdiction and when unable to do so, they shall refer the matter to their local unions for action.

SEC. 11. Each local union shall provide for the election or appointment of a committee whose duty it shall be to report on the health and safety conditions of offices in the local jurisdiction. This committee shall report at least once each year, and oftener if so ordered by the union or required by local law. Its reports shall be rendered to the union or to the local executive committee, as may be provided by local law.

SEC. 12. Each subordinate union shall appoint or elect a standing label committee whose duty it shall be to encourage and promote, by systematic campaign locally and in co-operation with the International Typographical Union, a demand for the use of the union label on all printed matter. It shall be the duty of this committee to procure and disseminate information as to where union label goods may be purchased, and to encourage patronage by all members of only union label goods and union services. The secretary of each subordinate union, immediately upon appointment or election of a label committee, shall forward to the President of the International Typographical Union the name and address of the chairman of such committee.

SEC. 13. Each subordinate union shall appoint or elect a standing committee on new processes whose duty it shall be to compile complete information on local conditions and plan courses of instruction and necessary training in all new printing and mailing processes in co-operation with the International Typographical Union. A copy of such information as may be compiled shall be forwarded to the Bureau of Education of the ITU.

SEC. 14. It shall be the duty of the secretary of each subordinate union to furnish monthly to the Secretary-Treasurer of the International Typographical Union a statement of all rejections, expulsions, suspensions and reinstatements, and the reasons therefor; and also a monthly statement of the condition of the trade and other matters of interest to the craft in the jurisdiction of his union.

SEC. 15. Secretaries of subordinate unions are instructed to answer all correspondence from sister unions as soon as possible after receiving the same. All correspondence between subordinate unions as to character, etc., of applicants for membership, and all other business of like nature, shall be conducted in sealed envelopes.

SEC. 16. On issuing a working, traveling or honorable withdrawal card, the secretary of the local union granting such card shall place thereon the register number of the member

receiving the same. In no case shall any other number except that given by the Secretary-Treasurer of the International Typographical Union be assigned a member or placed on the card held by him.

SEC. 17. Each local union shall report monthly, through its secretary, on forms provided by the Secretary-Treasurer of the International Typographical Union, the names and ages of all new members initiated, with the date of their initiation; the names and register numbers of all members suspended, expelled, or reinstated, with the date of same; all traveling and honorable withdrawal cards received, with date, name and register number of cardholders; all traveling and honorable withdrawal cards issued, with date, name and register number of member; the name and register number of all members lost by death and the date of death, together with such other data as may be required for the completion of a member's record or deemed necessary by the Executive Council for the use of the International Typographical Union.

SEC. 18. It shall be the duty of each local union to keep a record of all its members in such manner as will permit of the making of monthly reports and furnishing the data provided for in the preceding sections. Any local union failing to make monthly reports, as provided herein, shall be fined $10.

SEC. 19. It shall be the duty of presidents of subordinate unions to report within ten days to the President of the International Typographical Union full information concerning the unionization of shops in their jurisdictions, the number of employes taken into the union and any other information that might prove of value to other local unions.

POWERS OF

SEC. 20. A subordinate union should take political action when the interests of organized labor as a whole and the craft in particular may be benefited thereby. Subordinate unions should establish a Political Action Committee which will co-operate with city, county and state COPE organizations and legislative councils; will check and encourage registration; will study and make known to the membership the voting records of political candidates; and will co-operate with other groups working to repeal all oppressive labor legislation: Provided, No subordinate union shall assess its members for partisan political purposes.

SEC. 21. No boycott shall be levied by any local union whereby a sister union subordinate to the International Typographical Union, or members thereof, may be affected, without the specific consent of the union so affected: Provided, The union desiring to boycott shall have the right of appeal to the Executive Council of the International Typographical Union, which shall give all interested parties a full hearing before rendering a decision.

SEC. 22. A union has no right to set apart a day as a national holiday and declare members unfair because they do not observe the same, although ordered by the union to do so.

SEC. 23. It is optional with subordinate unions to impose fines on members for failure to participate in Labor Day parades, when such subordinate unions, by a majority vote of members in good standing, at a regular meeting or a special meeting called for that purpose, shall decide to participate in Labor Day parades.

SEC. 24. Amnesty may be declared by a subordinate union, acting in conjunction with the Executive Council of the International Typographical Union, in conformity with the following conditions:

(a) A resolution requesting permission to accept applications under amnesty from non-members working in its jurisdiction, and stipulating the period of time such amnesty is to apply, must be adopted by the subordinate union.

(b) The resolution shall confer organization powers upon local officers, the membership committee, the organization committee, or a representative of the International Typographical Union,

(c) The resolution shall provide that such officers, committees, or representatives may accept into membership any applicant who is a competent workman and obligate such applicant without submitting the application to a vote of the local union; or it may reserve such authority and provide that such applications may be accepted by majority vote of the union.

(d) The power conferred and permission granted by the Exec[illegible] Council may be restricted to a particular office or offices, [illegible] the Executive Council may impose such further restrictions and make such other provisions as in its judgment are necessary for the advancement and protection of the interests of the union.

(e) The request for amnesty shall include a proposed plan for maintaining a program of organization within the jurisdiction of the subordinate union, in co-operation with or approved by the International Typographical Union.

(f) Applicants admitted under this section may be required to stay within the jurisdiction of the local union for such period of time as deemed necessary by those who have been authorized to exercise the authority specified herein.

In unorganized territory and in offices over which the local union exercises no jurisdiction, the Executive Council may authorize representatives of the International Typographical Union to obligate applicants for membership who are competent workmen, under general amnesty conditions.

SEC. 25. Individuals or subordinate unions are forbidden to use the name of the International Typographical Union in any manner in soliciting advertising for convention souvenirs.

SEC. 26. Subordinate unions have no authority to confer upon any person honorary membership. Conventions only can confer such honorary membership in the International Typographical Union.

SEC. 27. Proposals to increase or decrease local dues or levy a special assessment may be adopted only by majority vote by referendum of six-month members. Ballots shall plainly explain necessity for the proposed change. Whenever it is proposed that special assessment shall be made for more than one purpose, each proposition must be voted upon separately. Provision must be made for a specific date on which the collection of each special assessment shall be discontinued. Special assessments levied by local unions must apply to all classes of members actively engaged at the printing trade in a manner that is equitable.

SEC. 28. A subordinate union may revoke the membership of any member within one year of admission if upon due trial in accordance with the provisions of article v, of these bylaws, it should be established that admission was gained by fraudulent means or upon the basis of false or misleading statements in application for membership.

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SEC. 29. While it is the sense of the International Union that subordinate unions, and they only, have at all times the right of judging of the qualifications of the applicants for admission to membership, it is believed the true policy of subordinate unions should be to go to the utmost limits consistent with safety and honor in receiving into membership all unfair printers and mailers, who make application to that effect, and who evince a desire to again become fair men.

SEC. 30. The International Union directs subordinate unions to use their influence in having all work sent into shops employing members of unions represented in the allied printing trades.

SEC. 31. The International Union recommends to subordinate unions the percentage system of collecting dues where practicable. Where the percentage system is adopted the rate shall be uniform on all earnings.

SEC. 32. It is the sense of the International Union that the system of rebate dues is legal.

SEC. 33. Subordinate unions are recommended to print in labor journals of their localities a list of union printing and mailing establishments, so that officers and members, societies and others favorable to organized labor may be kept posted as to what offices are fair.

SEC. 34. The International Typographical Union recommends that subordinate unions publish the names of all firms, corporations and individuals engaged in the printing industry which do not pay the scale of prices, or which do not observe the established customs of the several unions.

SEC. 35. Local unions are directed to affiliate with recognized central labor bodies in their localities.

SEC. 36. Members should purchase where possible, such goods as bear the trades union label recognized by the International Union.

SEC. 37. No member of the International Typographical Union shall purchase products of non-union labor when goods made under favorable conditions can be obtained. Subordinate unions shall enact laws to carry out the provisions of this section.

SEC. 38. It is recommended that all subordinate unions be required to issue to their members tickets or cards bearing

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the union label, and a request to the merchants with whom they deal that they insist on having their printing done by union labor only. That subordinate unions be required to endeavor to secure their use by the members of other trade unions and friends of organized labor.

SEC. 39. It is the sense of the International Typographical Union that each subordinate union should make provision for such of its members as are unable to obtain the scale through disability—the union to be the judge—by placing them on a special list, and allowing them to seek work under conditions prescribed by such union.

SEC. 40. In localities where mailers' unions are instituted, but not recognized by the employers, local typographical unions when negotiating scales and new working agreements shall endeavor to procure recognition for such organization of mailers before signing new agreements.

SEC. 41. In localities where no mailer local exists the International Typographical Union instructs local typographical unions that it is their duty to organize all mailers in their jurisdiction.

SEC. 42. The value to the labor movement of the state and provincial federations of the national labor bodies recognized by the International Typographical Union is unquestioned. Subordinate unions of the International Typographical Union have every reason to take an active part in the work and deliberations of those bodies. Active interest and affiliation by our local unions beget the more hearty support of the entire labor movement. That these desirable results accruing from such affiliation may become effective, it is recommended that subordinate unions become affiliated with the state and provincial branches in their respective states and provinces.

SEC. 43. A local union may provide its own method for determining changes in its constitution and bylaws. However, where the local submits such changes to the referendum, a majority vote cast in such referendum shall adopt.

SEC. 44. The International Typographical Union recommends that scale committees shall exert their best endeavors to negotiate for the elimination of the double-header shifts.

SEC. 45. It is recommended that all local unions establish organization committees, which shall, in co-operation with special representatives of the President of the International Union carry on continuing organizational efforts in the jurisdiction of each local union.

SEC. 46. In localities where both a printer union and a mailer union are established, the International Typographical Union recommends that these locals have incorporated into their respective contracts, a provision stating that in the event of a strike or lockout by either union, the picket line of such local will be respected by the other subordinate union.

ARTICLE XXIII—TRAVELING CARDS

SECTION 1. Members in good standing who are desirous of leaving the jurisdiction of the union to which they belong shall be entitled to receive the International Typographical Union Traveling Card, which shall be furnished upon the payment of all financial obligations: Provided, That a subordinate union may refuse to issue traveling cards to any of its members for a period not to exceed three (3) months following initiation of a strike. This action shall require a majority vote, which shall be taken at the meeting at which the strike vote is taken. This three-month period may be extended by the Executive Council upon request of the subordinate union. A newly obligated member shall not be entitled to receive a traveling card until his ITU registration number has been forwarded to the subordinate union in which he was obligated. A member accepting such card severs all connection with the issuing union. Where traveling cards are withdrawn and returned to the local union issuing same more than twice in thirty days a charge of 25 cents each shall be made for all cards issued after the first.

SEC. 2. The said traveling card shall be in words as follows:

THIS IS TO CERTIFY THAT.............................., the bearer hereof, whose signature appears in this certificate, is a member in good standing of the International Typographical Union and is entitled to the friendship and good offices of all unions under the jurisdiction of the International Typographical Union.

The bearer has paid International Union per capita tax for the month of.., 19.....,

Register No. ....; Social Security No. ....

Given under our hands, and the seal of......................

Union No. ....; this .... day of ....,

19......

.................................., President.

(SEAL) ...., Secretary.

..................................Member's Signature.

Countersigned ...., Secretary-Treasurer

International Typographical Union.

This card expires in two months from the time the last International dues are shown to have been paid. It may be renewed within two months after its expiration.

Any member of the International Typographical Union stands suspended when four months in arrears for local or International dues and assessments (section 7, article ix, bylaws). Suspended members may be reinstated as provided in article xviii, bylaws, within one year after suspension.

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a local union, such union, on the payment of accrued International per capita tax and assessments from date of issuance to date of such renewal, provided such time does not exceed four months (and no local fees whatsoever shall be chargeable), shall promptly renew such card, provided the application for renewal be accompanied by satisfactory evidence that the applicant has not in the meantime been guilty of any anti-union conduct. Any member holding a traveling card shall stand suspended as provided in section 7, article ix, bylaws, when four months in arrears for International dues and assessments, and must reinstate as provided in article xviii, bylaws. Nothing herein shall be held as preventing such member from making application as a new member if he so elects; and the financial secretary shall report to the Secretary-Treasurer of the International Typographical Union all collections made for arrearages for each month in sequence. No dues, assessments or fees of any kind can be collected for any one month unless the indebtedness for all previous months has been liquidated. Should the union issuing such card have in the meantime ceased to exist, it is the right of the union man holding such card to have it accepted by any subordinate union on his showing to the satisfaction of such union that his record has been a clear one since the date of issue of such card. Unexpired traveling cards must be renewed by local unions on presentation by the holders of satisfactory evidence of union conduct and the payment of International per capita tax and assessments. Members who do not work or live within the jurisdiction of a local union must renew their traveling cards through the International Secretary-Treasurer to qualify as unattached members under the provisions of section 1, subsection (e), (f) and (g), article ix, constitution.

SEC. 17. When a member loses his traveling card he can only receive a duplicate thereof by applying to the Secretary-Treasurer of the International Union, who shall issue such duplicate on the payment of $1 after sufficient time has elapsed for an investigation to be made. Duplicates shall be furnished from a series separate from the regular traveling cards and have printed thereon the words "Duplicate Card."

ARTICLE XXIV—TYPOGRAPHICAL JOURNAL

SECTION 1. The Typographical Journal shall be published once a month and shall contain in addition to the reports and other matters required by law to be published, the reports of the International and Home audits; official orders; charters granted; charters suspended, and the causes; a list of deceased members with register numbers, the name (or number) of the local union to which the deceased was attached, as well as the place where the death occurred; state of trade; advertisements meeting the approval of the Executive Council; all reports (including detailed statement of expenditures) and proceedings of the officers and members of the corporation of the Union Printers Home; and such other matters as may be of interest and importance to the craft generally.

SEC. 2. The subscription rate of The Journal to non-members shall be $2 per annum, postage in addition to foreign subscribers. The price for single copies shall be 20 cents each.

ARTICLE XXV—UNION PRINTERS HOME

SECTION 1. This union hereby ratifies the action of Edward T. Plank, William S. McClevey and Columbus Hall, as its trustees, in conveying the Home at Colorado Springs, in Colorado, to the Union Printers Home corporation as trustee, for the uses and purposes, and upon the trust declared and the terms and conditions stated in the deed by said grantors to said grantees dated the 17th day of May, 1892.

SEC. 2. Any member in good standing of any subordinate union shall be deemed a member of the International Typographical Union for the purposes of admission as a resident of the Home at Colorado Springs, Colorado, and of participation in the bounty.

SEC. 3. No person shall be deemed a member in good standing of the International Typographical Union who shall willfully neglect, disregard or violate any resolution, order, bylaw, or duty prescribed by said union of and concerning the management and control of the Home at Colorado Springs, or of the trust upon which said Home is held by the Union Printers Home corporation.

SEC. 4. A full and complete, true and accurate report shall be submitted to each convention of the International Typographical Union by the Board of Trustees of the Union Printers Home, showing its transactions and containing such recommendations as may be useful to the union in furthering the interests of the Home.

SEC. 5. At all times the articles of incorporation of the Board of Trustees of the Union Pri[illegible]s Home, and the constitution and bylaws thereof, shal[illegible]rther amended in such manner and to such effect as the International Typographical Union may direct.

SEC. 6. The Board of Trustees of the Union Printers Home shall make its best efforts to provide for rehabilitation of war veteran members who may be in need thereof.

ARTICLE XXVI—WOMEN MEMBERS

SECTION 1. Equal wages and conditions shall prevail for both sexes in every local jurisdiction of the International Typographical Union, subject to the requirements of the laws of the various states as these laws affect women workers. Any member who violates the provisions of this section, upon conviction, shall be punished by a fine of not less than $25, or suspended, as the union may determine, in accordance with International law.

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GENERAL LAWS

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Article I—Apprentices

Section 1. No employer shall employ an apprentice unless the employer has the equipment necessary to afford adequate training.

Sec. 2. No person shall be hired as an apprentice unless: (1) he is at least sixteen years of age; and (2) has satisfactorily passed a technical examination given by the Joint Apprentice Committee.

Sec. 3. The period of aprenticeship shall not exceed six years: Provided, That upon request of the subordinate union and employer and upon certification by the Bureau of Education of the International Typographical Union that such apprentice has applied himself to his work and studies sufficiently to warrant advancement the apprentice may be upgraded. Proficiency shall be the determining factor rather than time served. An apprentice may reduce this period by earning credits for competency in the different classifications of work processes.

Sec. 4. When an applicant has been approved and accepted for apprenticeship, he shall be enrolled in the International Typographical Union Course of Lessons in Printing, which course, together with such other trade training as the International Typographical Union may require, shall be satisfactorily completed before the apprentice is classed as a journeyman.

Sec. 5. A local joint apprentice committee composed of equal representation of the employers and the union should be formed to make surveys and study, investigate and report upon apprentice conditions. They shall act to enforce the conditions of the agreement covering apprentices, and shall have full power and authority any time during the term of apprenticeship to terminate the employment of an apprentice who does not show aptitude and proper qualifications for the work, or for any other reason. This committee shall meet jointly at the call of the chairman of each committee at such time and place as may be determined by them. This committee shall have authority to vary training programs to meet the problems arising because of varying equipment of the shops under contract and shall have authority to direct temporary transfers of apprentices from one shop to another to accomplish as much all-around training as may be suited to the capacity of the apprentice.

Sec. 6. The foreman and chairman of the chapel shall see that apprentices are afforded every opportunity to learn the different trade processes by requiring them to work in all classifications of the trade. When apprentices show proficiency in one branch they must be advanced to other classes of work.

Sec. 7. Apprentices shall be given the same protection as journeymen and shall be governed by the same shop rules, working conditions and hours of labor.

Sec. 8. No apprentice shall be employed on overtime work unless the number of journeymen working overtime on the same shift equals the ratio prescribed in the contract. At no time shall an apprentice have charge of a department, class of work, or any other employe.

Sec. 9. Apprentices in military or naval service shall be counted as apprentices employed for the purpose of determining the number of apprentices permitted, unless the contract provides to the contrary.

Sec. 10. No apprentice shall leave one office and enter that of another employer without the written consent of the joint apprentice committee.

Article II—Foremen

Section 1. None but journeymen or apprentices may be employed to perform all work within the jurisdiction of the union. The foreman shall be a journeyman.

Sec. 2. The foreman is the only recognised authority. Assistants may be designated to direct the work, but only the foreman may employ and discharge. In filling vacancies the foreman shall be governed by the provisions of article vi, general laws.

Sec. 3. The foreman may discharge (1) for incompetency; (2) for neglect of duty; (3) for violation of office rules which shall be kept conspicuously posted, and which shall in no way abridge the civil rights of employes, or their rights under accepted International Typographical Union laws. A discharged journeyman shall have the right to appeal in accordance with the laws of the International Union as provided in the contract, and shall have the right to challenge the fairness of any office rule which is applied to bring about his discharge. Suspension is prohibited as a method of discipline.

Sec. 4. When it becomes necessary to decrease the force in an office where departments are not recognized it shall be determined upon what class of work the reduction is required. The journeyman with lowest priority standing in the office engaged upon the class of work indicated shall be discharged first: Provided, The journeyman to be discharged may claim any other work in the office he is competent to do which is being performed by a journeyman with lower priority standing: Provided further, A journeyman claiming other work to avoid discharge to reduce the force shall not be exempt from discharge if incompetent.

Sec. 5. In offices where departments are recognized a decrease in the force shall be accomplished by discharging first the journeyman holding a situation who has the lowest priority standing in the department in which decrease is necessary.

Sec. 6. A journeyman discharged to reduce the force shall be re-employed, either as regular or extra, upon work he is competent to perform in the order of his priority standing.

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SEC. 7. In offices where departments are recognized a journeyman declared incompetent in one department shall not be denied the privilege of seeking employment in another department nor shall he be barred for incompetency within the meaning of section 9 of this article, while there is work in another department he is competent to perform.

SEC. 8. When a journeyman is discharged for any reason, he may demand and the foreman shall give in writing the reason for discharge: Provided, Such demand shall be made within seventy-two hours after journeyman is informed of discharge.

SEC. 9. A journeyman who believes he has been illegally or unjustly discharged shall have the right to appeal to the subordinate union in the manner provided by the laws of such subordinate union. If the subordinate union orders reinstatement the decision must be complied with until reversed. Either party may appeal to the Executive Council as provided herein: Provided, When a subordinate union has made specific provisions in its contract for reference of controversies over discharge to a joint agency, the dispute shall be decided as provided in the contract. A journeyman who has been discharged for any reason other than to reduce the force may be reinstated at the option of the foreman, or by proceeding in accordance with the terms of this section. A journeyman discharged for incompetency, neglect of duty or a minor reason shall not be denied the privilege of seeking work in the office for a period longer than six months.

SEC. 10. A foreman shall not designate any particular day, nor how many days a journeyman shall work in any one week: Provided, The journeyman must engage a substitute when absent. Any journeyman covering a situation is entitled to and may employ in his stead whenever so disposed any competent journeyman without consultation or approval of the foreman: Provided, Local unions may adopt laws requiring the employment of substitutes in the order of their priority standing; or for specified periods in severe unemployment emergencies, with the consent of the Executive Council, may establish provisions for equitable distribution of subbing among eligible substitutes.

SEC. 11. A foreman shall not be permitted to select his force from day to day, but must have such number of regular situations as are necessary to meet requirements and to reduce employment of extras to a minimum. Employment other than for regular situations shall be classed as extra work.

SEC. 12. Where contracts or agreements provide for holidays with pay, the foreman shall not be permitted to change regular off-days to such holidays in order to evade payment for the holiday.

SEC. 13. Except as provided in section 2, article i, an employe's age shall not be a factor in employment or separation from employment.

SEC. 14. No journeyman shall be required to submit to a physical examination as a condition of employment.

ARTICLE III—DEPARTMENTS

SECTION 1. When departments are recognized priority shall date from time of accepting work in the department either by original employment or permanent transfer.

SEC. 2. When departments are not recognized an employe shall not be discharged to reduce the force or for incompetency while there is work in the office he is competent to perform and to which his priority entitles him.

SEC. 3. When departments are recognized by agreement no transfer shall be made except in emergencies: Provided, When all available extras are hired in any department transfers may be made into that department.

SEC. 4. Regulations applying to transfers are for the purpose of preventing discrimination in the hiring of journeymen seeking wrok as extras. The hiring of more journeymen than are needed in one class of work or department and later transferring journeymen from this class of work or department to work which could have been done by others not hired, but entitled thereto because of their priority is discriminatory.

SEC. 5. Transfers are not required to permit journeymen to exercise priority upon a vacancy, either regular or extra, which the journeyman is not qualified to fill: Provided, Transfers made for the convenience of the office shall be made to permit cancellation of overtime or observance of the five-day law and for the convenience of journeymen desiring to engage a substitute.

SEC. 6. Journeymen transferred to a class of work upon which they do not claim competency shall not be discharged for incompetency nor shall a foreman be permitted to make transfers which are discriminatory or for the purpose of depriving other journeymen of work to which they are by priority entitled.

ARTICLE IV—STRUCK WORK

SECTION 1. Subordinate unions at all times have the right to define as struck work composition and mailing room work executed wholly or in part in shops not under contract relationship with a subordinate union of the ITU, and composition, mailing room, or other work coming from or destined for printing concerns which have been declared by the union to be unfair, after which employes may refuse to handle the work classified as struck work.

ARTICLE V—PLATE MATTER AND MATRICES

SECTION 1. The International relegates the use of plates and plate supplement matter to subordinate unions, with power to act.

SEC. 2. The interchanging, exchanging, borrowing, lending or buying of matter, either in the form of type or matrices, between newspapers, between job offices or between newspapers and job offices, or vice versa, not owned by the same individual, firm or corporation, and published

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in the same establishment, is unlawful, and shall not be allowed, unless such type or matrices are reset as nearly like the original as possible, made up, read and corrected and a proof submitted to the chairman of the office. Transfer of matter between a newspaper office and a job office, or a job office and a newspaper office, where conducted as separate institutions, and from separate composing rooms, owned by the same individual, firm or corporation, is not permissible unless such matter is reset as nearly like the original as possible, made up, read and corrected and a proof submitted to the chairman of the office: Provided, That where an interchange of matter from an English publication to a foreign language publication, or vice versa, is desired, under the provisions of this section, such exchange shall be regulated by agreement between the employers and local unions interested. The time limit within which borrowed or purchased matter, or matrices, are to be reset shall also be regulated by agreement between the employers and local unions. This section shall not apply to original commercial composition purchased from union commercial trade composition plants or other union composing rooms when such composition is an integral part of production of a particular commercial job.

SEC. 3. All composition or plates, mats and reproduction proofs or other forms of prints of composition produced in union offices may bear the identification insignia referred to in article xv, section 4, constitution. The logotype may be used in the margin of proofs and the punch on the margin, face or back of each plate or mat.

SEC. 4. Subordinate unions may include in contracts provisions requiring reproduction, or exempting from reproduction, national (general) advertisements, plates and plate supplement matter, printed supplements, type, plates and matrices other than local advertisements.

ARTICLE VI—PRIORITY

SECTION 1. Persons considered capable as substitutes by foremen shall be deemed competent to fill regular situations, and the substitute oldest in continuous service shall have prior right in the filling of the first vacancy. This section shall apply to incoming as well as outgoing foremen.

SEC. 2. Subordinate unions shall establish a system for registering and recording priority standing of journeymen in all chapels, which shall be conspicuously posted or kept in a place within the chapel accessible to journeymen at all times. The priority standing of a journeyman shall stand as recorded.

SEC. 3. No journeyman shall hold priority in more than one office nor shall a journeyman retain priority standing or a situation in an office if he performs work over which the International Typographical Union has jurisdiction, either supervisory or mechanical, in another printing office whether or not the journeyman is interested financially or otherwise in said office: Provided, That in the event of a strike or lockout involving a substantial number of journeymen, the local union where such a strike or lockout exists may adopt a law

that will provide that journeymen involved may establish priority rights in another chapel in the same jurisdiction, and in the event of a settlement of said strike or lockout may relinquish priority so established and be granted their former priority standing in the struck or locked-out plant: Provided further, Subordinate unions may establish regulations whereby journeymen may be permitted to accept temporary employment in another office without loss of situation or priority standing, and under such regulations may excuse journeymen who accept such temporary work from giving it out as overtime to any journeyman who refused to accept such temporary work.

SEC. 4. Local unions may establish regulations permitting a situation holder, or a substitute having established priority standing, to engage in pursuits other than at the trade for a period not to exceed ninety calendar days in any twelve month period without loss of situation or priority: Provided, Journeymen exercising this privilege shall employ the priority substitute competent to perform the work.

SEC. 5. Any journeyman engaged to serve the International Typographical Union, a subordinate union, or to perform work in the interest of the organized labor movement, or any journeyman incapacitated by illness, shall not be deprived of priority standing while so employed or so incapacitated. Journeymen engaged to serve the International Typographical Union, a subordinate union or to perform work in the interest of the organized labor movement shall employ while absent the priority substitute competent to perform the work if one is available. The situation holder shall not suffer loss of situation or priority in the event such a substitute is not available. After any situation holder has been absent thirty calendar days his or her situation shall be filled by priority substitute and considered in the category of a new situation. Upon reporting for duty full priority rights shall be restored to the situation holder who was absent.

SEC. 6. Available priority substitute competent to perform the work must be employed on any new situation created because of the absence of a situation holder from his or her situation for more than thirty calendar days, and whose priority is protected under the provisions of other sections of ITU laws or contracts: Provided, Should a substitute with greater priority become available such substitute shall be placed on said situation: Provided further, Local unions may establish by contract, for the purpose of avoiding multiple changes in preferred shifts and starting times, for the employment of the available priority substitute after thirty calendar days and continuing to but not more than ninety calendar days from absence of situation holder.

SEC. 7. Journeymen and apprentices admitted as residents of the Union Printers Home and journeymen and apprentices in the armed forces of the United States and Canada who qualify for assessment exemption as provided in section 1 (j), article ix, constitution, or those who may engage in war work for the American Red Cross, or other similar accredited agencies shall have their priority and/or situations protected for such time as they are so engaged.

SEC. 8. Journeymen and apprentices in the Organized Reserve of the armed forces of the United States or the Dominion of Canada, or other such organizations, shall have their priority protected while serving tours of active duty with such organizations in time of peace: Provided, When a journeyman's or apprentice's priority is protected under section 7 or 8 of this article, he shall be considered to have full time employment at another occupation and shall not be considered eligible for employment at the printing trade except when all available substitutes have been hired and such journeymen are eligible to cancel accumulated overtime of other journeymen only when voluntarily granted.

SEC. 9. A foreman employed from outside the shop shall accumulate no priority standing during the period he continues as foreman.

SEC. 10. A journeyman with established priority in an office may work for the same firm performing work other than mechanical duties without loss of priority in the composing room or mailing room.

ARTICLE VII—FIVE-DAY LAW; OVERTIME

SECTION 1. Five shifts shall constitute a situation and no employe performing mechanical work shall be required or permitted to hold a situation composed of more than five shifts or less than five shifts within a financial week, except when a contract has been entered into for a four-shift week of no more than eight hours per shift. The weekly scale in shops under such contract shall not be less than provided in shops under a five-shift contract within the jurisdiction of the local union. Four shifts shall constitute a week's work for journeymen in shops signatory to a four-shift contract, and all time worked in excess of the unit of hours comprising a regular shift and all time worked in excess of the number of hours established as a regular situation shall be considered overtime. No journeyman may work an additional shift under either a four-shift or five-shift contract at less than the overtime rate, nor shall double-headers be worked under four-shift operation.

SEC. 2. Not less than time-and-one-half of the individual's hourly rate of pay shall be paid for any shift worked in excess of five within a financial week. When a journeyman or apprentice is required to work on a regular off-day or off-night not less than the individual's overtime rate shall be paid for such work performed.

SEC. 3. Employes required to work in excess of the unit of hours established as a regular shift must receive the overtime rate for all such excess time. The overtime rate shall be not less than one and one-half times the employe's hourly rate for the shift on which work is performed. A foreman performing executive or clerical work exclusively is not subject to the overtime laws. A foreman who does any mechanical work at any time is subject to the overtime laws. In extreme emergencies, such as fire, flood or disaster, the overtime rate may be waived by the subordinate union as the contracting party.

SEC. 4. All time worked in excess of the unit of hours established as a regular shift and all time worked on a sixth or seventh shift shall be posted as overtime and canceled in accordance with the provisions of this article.

SEC. 5. Where journeymen work during a regularly scheduled vacation period and receive pay in addition to vacation pay for such time worked, such time worked shall be classed as overtime at the ratio of day for day.

SEC. 6. Overtime worked outside the place of regular employment must be posted in the chapel where priority is held or in the chapel where the journeyman is most regularly employed in the event priority is not maintained in any chapel.

SEC. 7. Each journeyman shall post all overtime worked by him in a conspicuous place designated by the chapel.

SEC. 8. When any situation holder accumulates overtime equal to the unit of hours established for a regular shift he shall engage a competent substitute as soon as one becomes available for the purpose of canceling such overtime: Provided, It shall not be mandatory that any situation holder cancel more than three days' accumulated overtime in any one financial week nor shall it be mandatory that any situation holder cancel accumulated overtime on a holiday which falls within the five-day workweek and for which premium pay is provided for by contract. Holidays or time lost through "begging off" shall not cancel overtime.

SEC. 9. When more than one substitute is available the one with the most accumulated shifts of overtime must be regarded as unavailable unless there is enough work to be given out by the office or situation holders to employ all substitutes: Provided, No substitute shall be restricted on either of the first two shifts for which he accepts work during a financial week, nor shall premium shifts be included in this calculation. A substitute cancels a shift of overtime on any day, up to the number constituting a week's work, he does not work in a financial week. Any days worked in that week shall be deducted from said workweek.

SEC. 10. A journeyman who hires a substitute for one shift thereby cancels overtime in an amount equal to the number of hours constituting the shift.

SEC. 11. Overtime amounting to less than the number of hours constituting a full shift shall not be canceled except by the employment of a substitute.

SEC. 12. Overtime not canceled by the employment of a substitute shall accumulate indefinitely unless the subordinate union specifies the time, which shall be not less than sixty (60) days, overtime shall accumulate after it equals the number of hours constituting a full shift. The period fixed shall not begin to run until the number of hours of accumulated overtime equals the number of hours constituting a full shift. Overtime shall not be canceled under the provisions of this section except in units equaling a full shift.

SEC. 13. If a journeyman fails to hire an available substitute whenever required to do so under this article and

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such failure is called to the attention of the foreman by the chapel chairman, the foreman shall (consistent with local overtime hiring practices) hire the priority competent substitute to work in place of such journeyman.

ARTICLE VIII—SUBLIST AND CONTROL OF WORK

SECTION 1. Establishing or maintaining situations composed of less than the number of shifts constituting a week's work as provided in section 1, article vii, general laws, thereby creating and controlling extra work constitutes the operation of a sublist and is prohibited.

SEC. 2. Laying off a situation holder and employment of another journeyman as extra to perform work to which the situation holder's priority and competency entitle him is prohibited.

RESOLUTIONS

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1. That it is not contrary to the policy of the International Union for our members to refuse to patronize an establishment which has been declared unfair, even though said establishment employs in part union men.

2. That the membership give its best endeavors toward persistent local label work.

3. That chairmen of offices under the jurisdiction of subordinate unions shall recognize the current working cards of travelling inspectors and repairmen of typesetting machine companies, in so far as may be necessary to permit of the repair or inspection of machines.

4. That the International Typographical Union recommends to the subordinate unions that wherever possible plots be secured in cemeteries for their locals to the end that the graves of our dead may be distinguished from other graves and that suitable shafts be erected on same.

5. That the membership of the International Typographical Union is urged to contribute annually on May 12 the sum of $1.00 to the Home endowment fund; that all contributions be collected through regularly established dues collecting agencies; that all collections be deposited, without commissions of any kind, in the Home endowment fund, and the proper officers be required to include in their reports as at present the amounts added and the total amount of the Home endowment fund.

6. That the International Typographical Union protests and goes on record as being opposed to the vocational departments of our different public school systems competing in the commercial field and seeks the discontinuance of the very unfair trade practice.

7. That the International Typographical Union urges local Allied Printing Trades Councils, in localities where mailers' unions exist, to prohibit the use of the union label on publications and advertising circulars, on which mailers' work is to be performed by other than union mailers.

8. (a). That those members whose records at ITU Headquarters show them to have a continuous membership in the ITU for a period of not less than 25 years shall be eligible to receive recognition of such membership by the presentation to such members of a suitable emblem to indicate that the member has been in continuous good standing with this organization for at least 25 years. The Secretary-Treasurer of the ITU shall keep a supply of these emblems on hand at all times for sale to local unions.

(b). That those members whose records at ITU headquarters show them to have continuous membership in the ITU for a period not less than forty (40) years shall be eligible to receive recognition of such membership by the presentation to such members of a suitable emblem or jewel to indicate that the member has been in continuous good standing with this organization for at least forty (40) years. The Secretary-Treasurer of the ITU shall keep a supply of these emblems on hand at all times for sale to local unions at cost. Presentation of these emblems shall be restricted to members of the union only and cannot be conferred without authority of the Executive Council or granted to any member against whom charges are pending. The ITU Executive Council is also empowered to sell such suitable emblem to those members of the ITU whose records show they are entitled to such recognition. Also that the members of fifty (50), sixty (60) and seventy (70) years' continuous good standing be issued an emblem designating such continuous good membership in the same manner as above provided.

9. That the International Typographical Union make use of union advertising media and trade publications which will make widely known the facts concerning our International Typographical Union.

10. That the International Typographical Union calls upon local unions to set a goal of achieving the 30-hour week and the Executive Council and local unions carry on an intensive campaign to that end.

11. That local unions of the International Typographical Union be urged to set up committees whose desire and purpose will be to discuss and attempt to resolve the problems which affect in equal measure all crafts whose members are employed in the printing trades industry.

12. That the International Typographical Union recommends to all subordinate unions that the activities of joint apprenticeship committees be expanded to provide for the development of skills of journeymen and apprentices alike, enabling them to acquire the degree of proficiency necessary to perform all composing room and mailing room work and the preparation therefor.

13. That the International Typographical Union urges every local union establish a COPE representative in every chapel; that such representatives conduct voluntary campaigns in the chapels, direct registration drives, transmit information and material issued by the COPE nationally and locally, for political education; that all Typographical Conferences devote a portion of their work in co-ordinating and stimulating COPE activity in their areas.

14. That International Typographical Union members of Allied Printing Trades Councils in those areas where conditions exist that are contrary to the objectives of Allied Councils exert every effort toward correcting violations of the Allied Agreement and label lease.

15. That the International Typographical Union recognizes that organizing the unorganized workers of the printing trades is a major task facing the union today, and calls upon all local unions to meet this task by instituting an intensified organization program utilizing all the facilities available to them, both from the local and the International Union.

16. That the International Typographical Union declares registration of our members and their families to be a permanent part of the program of this organization, to be conducted on a year-round basis by permanent committees within each local union and within each local central body.

17. That the International Typographical Union, in line with provisions of ITU bylaws, recommends that local unions in areas where it would be geographically feasible, be encouraged to form regional typographical unions by merger within the jurisdiction of the ITU, in order to strengthen the membership in such areas, so that they will be enabled to present a solid front in their relationship with employers, as well as with the rest of the labor movement in their respective localities.

18. That the International Typographical Union urges local unions to send at least one apprentice observer to succeeding conventions of the ITU.

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CONVENTION LAWS

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Article I—Convention

Section 1. The convention shall assemble at 9 o'clock A. M. on the first day of meeting, and afterward shall meet and adjourn at such times as may be fixed by a majority of the members present. The first convention session shall be opened with the pledge of allegiance to the flag of the United States of America (Canadian members exempt).

Sec. 2. After the first day, the convention shall remain in session not less than six hours per day until such time as the business shall have been completed: *Provided*, The convention may, by majority vote, adjourn early for special occasions.

Sec. 3. The selection of place of meeting shall be held on the fourth day of the session at 11 A. M.; the nomination shall be made on the previous day; the vote shall be by printed ballot, the said ballots to contain the names of all the cities or towns put in nomination, the ballots to be distributed thirty minutes before election; the town or city voted for shall have a cross placed opposite its name; at 11 o'clock on the day of election the roll shall be called, and each delegate shall deposit his vote in a receptacle provided for that purpose; if a result is not reached on the first ballot, the town or city receiving the least number of votes shall be dropped and balloting shall continue until a selection is made. All expenses of such election shall be borne by the International Typographical Union.

Sec. 4. No person other than duly elected delegates and officers and persons invited to do so by the President shall be accorded the privilege of the floor during the sessions of the International Union, except by unanimous consent of the convention; but, when requested, a representative of the American Newspaper Publishers' Association, the Union Employers Section, Printing Industry of America, Inc., shall be heard on important changes in the laws affecting their interests.

Sec. 5. No printed matter shall be allowed to be distributed in any convention of this union unless it bears either the Allied Printing Trades Council or the Typographical Union Label.

Sec. 6. A majority of the members in attendance on the first day of any session of the International Typographical Union shall be necessary to form a quorum for the transaction of business on any day during the convention.

COMMITTEES

Sec. 7. As soon as practicable after the election of delegates to the International Typographical Union by subordinate unions, and at least thirty days before the meeting of the convention, the President or President-elect who will preside at the convention shall appoint a committee on laws, to be composed of seven delegates-elect. To this committee the Executive Council shall submit such information, data and propositions as shall be deemed necessary to amend and improve the constitution, bylaws and general laws. It shall be competent for any subordinate union, or delegate-elect, to submit such information, data or proposition.

Sec. 8. The committee shall meet at the city where the International Union is to convene at least five days before the beginning of the session, and shall proceed accordingly to consider all such information, data and propositions. It shall submit a printed report in full of all propositions favorably acted upon and the full text of all propositions adversely acted upon. To this committee all amendments submitted during the session shall be referred without debate. It shall have leave to sit during the session, and shall have the right to report at any time to the convention.

Sec. 9. The credentials of the above committee shall be passed upon by the Executive Council.

Sec. 10. The President shall, immediately after the roll call on the first day of the convention, appoint the following standing committees:

(a) A Committee on Returns and Finances.—To which shall be referred for review the report of the Secretary-Treasurer. This committee shall make an examination of the financial status of the International Union and shall inspect and report upon all checks, drafts and other assets of the organization in the hands of the Secretary-Treasurer, as shown by his report. To this committee shall be referred all propositions involving an expenditure of money that are presented during the session of the convention.

(b) A Committee on the Union Printers Home.—To which shall be referred all business relating to the Home.

(c) A Committee on Subordinate Unions.—To which shall be referred all petitions, memorials, and communications from said unions, and such other matters as this union may direct.

(d) A Committee on Miscellaneous Business.—To which shall be referred all business not otherwise provided for.

(e) A Committee on Appeals.—Provided no objections are entered. If objections be raised, the convention shall then vote on the question, "Shall the President appoint a committee on appeals to be composed of seven members of the body?" A majority vote shall decide the question. If the decision be in the affirmative the President shall appoint the committee. In event the action taken is in the negative, the convention shall nominate and elect the committee. To this committee shall be referred all appeals from decisions of the Executive Council that are properly submitted, as is provided in the laws of this organization. The committee shall carefully examine the evidence brought before it, and report a resolution sustaining or dismissing the appeal.

Sec. 11. The above-named committees shall consist of such number of delegates, not less than seven, as to the President may appear advisable, and the first-named member of such committee shall be the chairman.

Sec. 12. Special committees shall be appointed only when it becomes necessary to relieve standing committees, or advisable when proposed legislation requires more time for examination and consideration than the standing committee can devote thereto. Each special committee shall consist of such number of delegates, not less than seven, as to the President may appear advisable, and no delegate shall be appointed on such committee unless present at the meeting at which the appointment is made.

Sec. 13. Every officer of the International Union shall put in draft form all proposed legislation that may be recommended in his address or report, and lay such draft before the proper committee.

Sec. 14. Every committee to whom is referred any resolution, draft, or amendment of a law, or any amendment or alteration of the constitution, bylaws, or general laws shall report back the full text of the same, with such amendments thereto, or substitute therefor, as said committee may deem needful for perfecting such proposed legislation.

Sec. 15. Every committee to whom is referred, with or without instruction, any communication, report or address or part thereof, containing recommendations, suggestions, or requests for or of legislation, shall draft in proper form the subject matter to be proposed, as made known in said address, report or communication, and report the same to the union.

Sec. 16. A majority of a committee shall constitute a quorum for the transaction of business.

Sec. 17. All reports of committees shall be presented in writing and signed by the members offering the same.

Sec. 18. Committees shall have authority to indicate what argument or data submitted shall be printed in the daily proceedings or minutes.

Sec. 19. The International Union, in convention assembled, calls to the attention of the executive the importance of giving to the smaller unions a fair and equitable apportionment of the appointment of committees.

ARTICLE II—STANDING RULES

ORDER OF BUSINESS

1. Roll Call and Reading of Minutes.
2. Reports of Standing Committees.
3. Reports of Select Committees.
4. Petitions, Memorials, Correspondence, etc.
5. Resolutions, Motions, Notices.
6. Unfinished Business.

THE PRESIDING OFFICER

1. The presiding officer shall take the chair at the time appointed for the union to meet, and immediately call the members to order; and, at the instance of ten members, may order the attendance of absent members who are in the city where and at the time the meetings are held.

2. The presiding officer is empowered to and shall preserve order and decorum; and if any member transgresses the rules, the presiding officer shall, or any member may, call him to order, in which case the member called to order shall immediately resume his seat until the point of order has been decided by the presiding officer, or, if appealed, by the union.

3. The presiding officer shall have the right to decide all questions of order, subject to an appeal to the union.

4. The presiding officer shall appoint all committees, unless otherwise ordered by the union.

THE MEMBERS

5. When a member is to make a motion or to speak to the question, he shall rise in his seat and respectfully address the presiding officer; when recognized, he shall give his name and union, and shall confine himself to the question under consideration.

6. No member shall speak more than twice on any question, nor more than ten minutes at any one time, without consent of the union.

7. Any member may call for a division of the question when the same will admit thereof.

8. Every member present shall vote on a question when put, unless the union, for special reasons assigned, shall excuse him.

9. No member shall leave the room during the sessions of the union without the permission of the presiding officer.

MOTIONS

10. When a motion is made and seconded it shall be deemed to be in possession of the union and shall be stated by the presiding officer; or, being in writing, shall be delivered to the Secretary and read previous to debate.

11. After a motion is stated by the presiding officer, or read, it may be withdrawn by the mover, at any time previous to an amendment or final decision, by consent of the union.

12. When a question is under debate, no motion shall be received but to adjourn; to lay on the table; for the previous question; to postpone to a certain day; to commit, or to amend—which several motions shall have precedence in the order in which they stand arranged. The motion for adjournment shall always be in order; that and the motion to lay on the table shall be decided without debate.

13. A motion for the "order of the day" shall take precedence of all other business, except a motion to adjourn or a question of privilege.

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14. When a motion or question has once been put and carried, it shall be in order for any member who voted in the majority to move for a reconsideration thereof; but a motion to reconsider, having been put and lost, shall not be renewed.

15. No motion to amend the minutes, by striking out words or sentences, shall be admissible, unless they contain some error of fact or grammar.

16. All motions and resolutions, unless merely affecting the order of business, shall be submitted in writing.

17. A motion to suspend the rules must receive the concurrence of two-thirds of the members present, and shall be decided without debate.

18. All motions, resolutions, recommendations or decisions of the executive officers that are sustained, intended to be mandatory, and amendments to or alterations of the constitution, bylaws or general laws, must be drafted in proper form by party or committee submitting them, stating article or section to be amended.

COMMITTEE AS A WHOLE

19. On going into the committee of the whole, the presiding officer shall name some member to act as chairman of the committee, who shall occupy the chair and conduct the business while in committee.

20. When the committee is ready to report, the chairman shall take the floor (the presiding officer resuming the chair) and make known in proper form the action or result arrived at by the committee, and the same shall be entered upon the minutes of the union.

THE QUESTION AND VOTE

21. All questions, unless otherwise provided for, shall be put in or near this form: "As many as are in favor of (as the case may be) say, Aye; those opposed, No," and in doubtful cases the President may direct, or any member call for, a division.

22. A motion for the previous question shall not be entertained unless seconded by twenty-five members of the union and shall be decided without debate.

23. When so made, the question shall be put in these words: "Shall the main question be now put?" and if decided in the affirmative, shall preclude all further amendment and debate of the question. When there shall be pending amendment, the question shall first be taken upon the amendments in their order, and then on the main question.

24. In filling blanks, the largest sum and the longest time shall be put first.

25. The ayes and noes shall be taken and recorded upon any question before the union upon the call of twenty-five members, but such call shall not preclude amendments before the main question is put.

26. While the Secretary is calling the ayes and noes, the members shall vote inside the bar; and it shall not be in

order for any member to explain his vote during the call, unless unanimous consent of the union be given.

27. All questions, unless otherwise provided for, shall be decided by a majority of the votes cast.

MISCELLANEOUS

28. All resolutions, petitions, memorials, etc., shall be referred to their appropriate committees without debate except in cases where there is no opposition to their immediate consideration.

29. To impugn the motives of officers, members or committees, or to use reviling or degrading language toward them or the union, shall be considered a breach of order, and punishable by such discipline as the union may see fit to impose.

30. At each annual convention the Secretary-Treasurer shall read to the convention a list of former delegates who have died while in good standing in the union whose names have not previously been added to the list of deceased ex-delegates and of whose demise he has been notified by local unions or by delegates to the convention prior to August 1. No objection being made the names of deceased ex-delegates so read shall be added to the list of deceased ex-delegates and the convention shall arise and remain standing for one minute as a tribute of respect to its former members.

31. In the absence of a standing rule, reference shall be had to "Robert's Rules of Order" as the guide of the union.

ARTICLE III—ALTERATION OF CONVENTION LAW

SECTION 1. These convention laws may be amended by a two-thirds of the members present at any session of the annual convention, and as amended may, if so directed, become effective immediately. Any amendment shall first be referred to the Committee on Laws and printed in the daily proceedings. The Committee on Laws shall act and report on such a proposal as early as possible.

THE UNION PRINTERS HOME

1964

CHARTER

Know all men by these presents: That we, August Donath, of the city of Washington, in the District of Columbia; John D. Vaughan, of the city of Denver, in the state of Colorado; William S. McClevey, of the city of Indianapolis, in the state of Indiana; James J. Dailey, of the city of Philadelphia, in the state of Pennsylvania; Edward T. Plank, of the city of San Francisco, in the state of California; Columbus Hall, of the city of Washington, in the District of Columbia; Frank S. Pelton, of the city of Chicago, in the state of Illinois; Amos J. Cummings, of the city of New York, in the state of New York; William Aimison, of the city of Nashville, in the state of Tennessee; William H. Parr, of the city of Toronto, in the Dominion of Canada; Will Lambert, of the city of Houston, in the state of Texas, and James G. Woodward and George W. Morgan, both of the city of Atlanta, in the state of Georgia, being all and the survivors of all members and original incorporators of The Union Printers Home, a corporation organized heretofore, to-wit: on the twenty-fourth day of September, A. D., 1890, under and in accordance with the laws of the state of Colorado, providing for the organization of corporations for non-profitable purposes, do hereby make, execute and acknowledge in this certificate of writing, all pursuant of the recommendation of the Board of Trustees of said corporation by resolution expressed, our intention so to alter and amend the articles of incorporation of said The Union Printers Home, to the end that its objects shall be more fully defined and its purposes more economically and prudentially executed and administered as that:

First—The corporate name and style of the corporation shall be The Union Printers Home.

Second—The objects and purposes for which said corporation is formed are to provide and maintain a home for afflicted and aged and infirm union printers, and to procure and furnish such means, care and attention as may be required for the comfort and treatment of persons domiciled at said Union Printers Home, reserving to the Board of Trustees thereof the management and control of said Union Printers Home and the power to exclude therefrom persons suffering from such diseases as said Board of Trustees may deem it inexpedient to admit, contemplating the suppression of vice, and immorality, the advancement of skill, order and health, and the promotion of industry and happiness among and in the craft of printers to provide for the support, care and maintenance of families of persons then or therefore domiciled at said Home; to receive devises and bequests and to accept and execute trusts not inconsistent with its objects and purposes.

Third—The membership of said corporation shall at no time exceed seven. No person shall be eligible to membership therein except members in good standing of the International Typographical Union. The eligibility of candidates for membership in this corporation shall be determined by the members thereof at their annual meetings, or at any other meeting called for that purpose: Provided, however, That no candidate shall be considered except he shall have been recommended by the International Typographical Union, and in considering such candidate priority shall be given in the inverse order of the recommendations. Existing vacancies in the membership, whether caused by death, resignation or otherwise, shall be filled at the meeting of members first succeeding the occurrence of such vacancy.

Fourth—The prudential affairs of said corporation shall be managed and controlled by a Board of Trustees having seven members. The Board of Trustees may make bylaws and from time to time may alter, amend or repeal any bylaws. Standing or special committees may be appointed as provided by the bylaws, and such committees shall have and may exercise such powers as shall be conferred or authorized by the Board or by the bylaws.

Fifth—Such of the original incorporators of said corporation as may not be herein named as succeeding members shall be deemed to have resigned, and it is now hereby agreed and declared that such succeeding members shall be and are: August Donath, James J. Dailey, Frank S. Pelton, Edward T. Plank, W. S. McClevey, Columbus Hall, James G. Woodward.

Sixth—The names of the members of said Board of Trustees who have been selected to act as such during the first year of the existence of said corporation under these amended articles of incorporation are: August Donath, James J. Dailey, Edward T. Plank, Frank S. Pelton, William S. McClevey, Columbus Hall and James G. Woodward.

In Testimony Whereof, We have hereunto set our hands and seals this 19th day of April, A. D., 1892.

August Donath, [*Seal.*]
John D. Vaughan, [*Seal.*]
William S. McClevey, [*Seal.*]
James J. Dailey, [*Seal.*]
Edward T. Plank, [*Seal.*]
Columbus Hall, [*Seal.*]
Frank S. Pelton, [*Seal.*]
Amos J. Cummings, [*Seal.*]
William Aimison, [*Seal.*]
W. H. Parr, [*Seal.*]
Will Lambert, [*Seal.*]
James G. Woodward, [*Seal.*]
George W. Morgan, [*Seal.*]

Signed, sealed and delivered in presence of:

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CONSTITUTION.

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ARTICLE I

The name of this corporation is THE UNION PRINTERS HOME.

ARTICLE II

This corporation is formed to provide and maintain a home for invalid and aged and infirm members in good standing of the International Typographical Union of North America, a voluntary association (unincorporated) whose principal office is located in the city of Colorado Springs, in the state of Colorado, and to procure and furnish such means, care and attention as may be required for the comfort and treatment of persons domiciled at said Union Printers Home, reserving to the Board of Trustees thereof the power to exclude therefrom persons suffering from such diseases as such Board of Trustees may deem it inexpedient to admit, contemplating the suppression of vice and immorality, the advancement of skill, order and health, and the promotion of industry and happiness among and in the craft of printers.

ARTICLE III

The domicile of this corporation shall be at the Home by it maintained at the city of Colorado Springs, in the state of Colorado, and its principal executive office shall be at the city of Colorado Springs, in the state of Colorado.

ARTICLE IV

This corporation shall have a perpetual existence.

ARTICLE V

The membership of said corporation shall at no time exceed seven. No person shall be eligible either to election to membership or to the retention of membership therein except members in good standing of said International Typographical Union. The eligibility of candidates for membership in this corporation shall be determined by the members thereof at their annual meetings or at any other meeting called for that purpose: Provided, however, That no candidate shall be considered except he shall have been recommended by said International Typographical Union, and in considering such candidates priority in filling vacancies shall be given to the candidate receiving the highest number of votes in the referendum election for nominees of the International Typographical Union for the office of trustee of the Union Printers

Home. Provided further, Members who are re-elected shall have priority to succeed themselves over other nominees. Existing vacancies in the membership, whether caused by death, resignation or otherwise, shall be filled at the meeting of members first succeeding the occurrence of such vacancy. Any member of this corporation may be expelled for ineligibility, or for the commission of an indictable offense, or for violation or willful disregard of his duties of membership. Such expulsion may be effected by a two-thirds vote of any regular meeting or at any special meeting called for that purpose, at which a quorum is present in person or by proxy.

ARTICLE VI

This corporation may, by its proper officers, accept property, real, personal or mixed, in trust, and pursuant of such acceptance may act as trustee: Provided, however, That no trust shall be accepted nor shall any act as trustee be done, inconsistent with the objects and purposes for which this corporation was created, or which would divert said corporation from the proper administration of its affairs.

ARTICLE VII

The powers and duties of officers, the manner of creating or filling vacancies in the membership or in any office or on any board or committee, the time and place of meetings and the method of procedure thereat, and all other matters pertinent to the management and control of the affairs of said corporation not herein provided for shall be prescribed by the bylaws.

ARTICLE VIII

No alterations or amendments shall be made in this constitution except at a regular meeting of the members or at a special meeting called for that purpose, and after one month's notice in writing has been given to each member of the substance of the proposed change. No change shall be made except by a two-thirds vote of any competent meeting, at which a quorum is present in person or by proxy.

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Article I—Membership

Section 1. It shall be the duty of each member of this corporation to preserve his good standing as a member of the International Typographical Union of North America, a voluntary association (unincorporated), whose principal office is located at the city of Colorado Springs, in the state of Colorado, to comply with its orders and regulations, and to discharge faithfully his duties and obligations thereto, for as much as this corporation is sustained by the members of that union, and for as much as the objects and purposes of the two bodies are similar to this, to-wit: That each contemplate the suppression of vice and immorality, the advancement of skill, order and health, and the promotion of industry and happiness among and in the craft of printers.

Sec. 2. Any member of this corporation who shall have ceased to be a member in good standing of said International Typographical Union, or who shall have otherwise become liable to expulsion from this corporation, shall forthwith, upon the occurrence of such delinquency, be notified in writing of the fact by the Secretary of the corporation, or if he be disqualified by interest or refuse to act, then by any member of the Board of Trustees. Such notice shall call for the resignation of such delinquent member. If the member so notified be not within thirty days thereafter heard from, he shall be deemed to have resigned, and the proper officer of the corporation shall thereupon enter on record in the books of the corporation the fact of such resignation, and shall forthwith proceed as hereinafter provided for the filling of vacancies. But if such delinquent member upon being so notified shall answer that the charges against him are not true or that he refuses to resign, then he may be expelled from membership as hereinafter provided.

Sec. 3. Expulsion of a member shall be by a two-thirds vote of any regular meeting, or any special meeting called for that purpose, at which a quorum of members is present in person or by proxy. Any member who believes that any other member has by misconduct become liable to expulsion shall, as a privileged communication, report in writing his reasons for such belief to the Secretary, or if the Secretary be the person who is so delinquent, then to the several members. If the Secretary, or otherwise a majority of the members, deem the reason so stated sufficient to warrant an investigation, the person so accused shall be notified of the substance of the charge made, and shall be requested to resign, or, upon refusal, to be prepared to make his defense against the charges at a time and place to be in said notice named: Provided, however, That thirty days' time be given between the filing of charges and the investigation thereof. At such meeting the

charges made and the answer of the accused shall be fully investigated. Upon the conclusion of such investigation a vote shall be taken on the question, "Have the charges made been sustained?" If the requisite vote be cast in the affirmative, the accused shall thereby be deemed expelled. The proceedings of meetings as to the expulsion of members shall be strictly private and all communications made thereat shall be privileged.

Sec. 4. Each person upon his election to membership in this corporation, and as a condition precedent to his competency to enter upon the discharge of his duties as such, shall appear before some person qualified by law to administer oaths, and make and subscribe to the following obligation, to-wit:

I, ..., of the city of ....

in the state of ...., do solemnly swear that I will support the Articles of Incorporation, the Constitution and Bylaws and all orders, rules and regulations of The Union Printers Home; that I will faithfully discharge the duties of any office or position to which I may be called as a member of said corporation; that at the expiration of my term of membership I will render to said corporation my resignation as such member and will surrender to said corporation at the same time all property, rights and things to it belonging and in my possession or under my control that at any time during my incumbency in any office or position in said corporation I will, when called upon so to do by any authorized officer or agent, make a detailed report of the condition of any or all matters in my keeping or under my control, and that I will furnish every facility within my power for the verification of such report by the inspection of books and papers or otherwise as may be required.

Any breach of this obligation shall be deemed unlawful and for any damage sustained thereby on the part of said corporation of any person interested as cestui que trust in any property by it held, I agree that judgment may be taken against me in any court of competent jurisdiction, collectible with attorney's fees and without the benefit of exemption and without relief of valuation or appraisement laws.

....

Before me ...., in and for the city of

................., in the county of ...., and state of

..............., personally came the above-named ....

.... and voluntarily made and subscribed to the foregoing obligation.

Witness my hand and official seal this .... day of

......................, A. D., 19.......

....

(Official character) ....

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Such obligation, when executed, shall be forthwith forwarded to the Secretary of the corporation, who shall, upon receipt thereof, issue to such member a certificate of membership, which shall entitle the person therein named to assume the duties of membership in said corporation.

ARTICLE II—MEETINGS

SECTION 1. The fiscal year of the corporation shall end annually on the first Saturday after the first Monday in November, and on that day the annual meeting of the members shall be held at such hour as shall be named in the notice thereof. Such meetings shall be held for the purpose of receiving and acting on the annual reports of officers, of electing new members and officers and of transacting such other business as may properly come before the meeting.

SEC. 2. Special meetings of the members may be called at any time by the President, or by any three members, on thirty days' notice in writing being given to each member. A copy of such notice, mailed to each member at his place of residence, as shown by the Secretary's books, shall be deemed sufficient notice. The notice of call of each meeting, except regular meetings, shall state the substance of such business as may come before said meeting, and no business shall be transacted at such special meeting except it shall have been so stated.

SEC. 3. All votes shall be by ballot.

SEC. 4. At meetings of the members the order of business shall be as follows:

First—Roll call of (1) officers and (2) members.
Second—Reading and correcting minutes of last meeting.
Third—Communications.
Fourth—Reports of officers.
Fifth—Reports of standing committees.
Sixth—Reports of special committees.
Seventh—Unfinished business.
Eighth—New business.
Ninth—Election of (1) members and (2) officers.
Tenth—Installation of (1) members and (2) officers.
Eleventh—Adjournment.

SEC. 5. The Board of Trustees of The Union Printers Home shall meet annually at The Union Printers Home in Colorado Springs, Colorado, on such date as they may select, all expenses of said meeting to be defrayed from The Union Printers Home Fund. The mode of procedure herein prescribed as to meetings of members of the corporation shall govern in the meetings of the Board of Trustees and all committees in so far as it may be applicable.

ARTICLE III—OFFICERS

SECTION 1. There shall be elected by the members of the corporation a Board of Trustees of seven members, who shall manage the prudential affairs of the corporation, and be the supreme authority in all matters of administration. At the first election three of said Trustees shall be elected for the term of one year, two for two years and two for three years.

As said terms respectively expire, successors shall be elected for terms of three years, except in cases of filling an unexpired term; then the election shall be for such time as the original incumbent would have served. Said board shall organize by electing annually a President, a Vice-President, and a Secretary-Treasurer, who shall hold their respective offices until their successors are elected and qualified.

PRESIDENT

SEC. 2. It shall be the duty of the President to preside at the meeting of members and of the Board of Trustees and to preserve order therein; to enforce compliance with the Articles of Incorporation, the constitution and bylaws, and all orders and regulations of the corporation; to call special meetings of the corporation when requested in writing so to do by two-thirds of the members; and to see that all property of the corporation or in its control is properly cared for. He shall see that all moneys belonging to the corporation are properly deposited in responsible banks, in the name of the corporation, as such, and money shall be drawn from such fund only by check signed by the President and Secretary-Treasurer of the corporation.

He shall appoint all committees and shall be *ex officio* a member thereof. He may suspend any officers or agent of the corporation, pending action of the Board of Trustees or of the members, as the case may be, if, in his judgment, the welfare of the corporation requires such action. He shall annually appoint the following standing committees of the Board of Trustees, to consist of three members each: Finance, Admission and Rules, and one member of the Executive Committee, who, with the President and Secretary-Treasurer, shall constitute that committee. He shall do all such other acts as are ordinarily incumbent upon the chief executive officer of a corporation.

VICE-PRESIDENT

SEC. 3. In the event of the death or resignation of the President, or his inability or failure to perform his duties, the Vice-President shall perform all the duties and have all the powers of the President.

SECRETARY-TREASURER

SEC. 4. The Secretary-Treasurer shall keep the records of the corporation. He shall record in books kept for that purpose the names and postoffice addresses of the members of the corporation, and dates on which they were respectively elected, the names of officers and committees and the proceedings of meetings of the members and the Board. The Secretary-Treasurer shall have the custody of all moneys belonging to the corporation and of all certificates of loan or other evidence of investments, which he shall exhibit once a year, or oftener, if required by the President, or by the Board of Trustees; he shall, under the direction of the President, deposit all funds in some responsible bank or banks, in the name of the corporation, and shall procure interest thereon when possible and cover the same into the treasury of the corporation; he shall disburse moneys only by check signed by the President and the Secretary-Treasurer; he shall keep a full and correct account of all moneys received and of all moneys disbursed; he shall pay only such bills as are approved by the Finance Committee or the President; he shall give a bond to the corporation from a solvent guarantee company in the sum of $25,000, and shall, as to each separate fund or property held in trust by the corporation, give a bond to the Board of Trustees, as trustees for such fund or property, in such sum as the instrument creating such trust shall direct. All bonds shall be conditioned for the faithful performance of his duties. The Secretary-Treasurer shall also furnish the Board with a monthly statement of receipts and disbursements, and shall also publish the same each month in The Typographical Journal. He shall perform such other duties as are ordinarily incumbent upon the Secretary-Treasurer of a corporation or board of trustees.

EXECUTIVE COMMITTEE

SEC. 5. The Executive Committee shall have power to do any acts relating to the affairs of the corporation which the Board of Trustees could lawfully do, and which the Board of Trustees may entrust to said committee. It may meet from time to time, and may adjourn from place to place as it thinks proper for carrying into effect the purposes of its appointment.

FINANCE COMMITTEE

SEC. 6. The Finance Committee shall audit all accounts and claims and shall in writing report upon the feasibility of all contemplated expenditures of an extraordinary character.

ADMISSION COMMITTEE

SEC. 7. The Admission Committee shall, before any action is taken on any application for membership in the corporation or for admission to any institution or place under the control of this corporation, examine the qualifications of the applicant, and if such person be ineligible in the opinion of the committee, the application shall be rejected, but the right of appeal shall lie to the Board of Trustees from any decision of the committee.

COMMITTEE ON RULES

SEC. 8. The Committee on Rules shall have the powers and perform the duties ordinarily incumbent upon judiciary committees. It shall act co-ordinately with the Solicitor of the corporation in all matters referred to it by the President or Board of Trustees, or any other committee thereof. It shall prescribe the rules for the government of servants of the corporation and for the conduct and behavior of persons admitted to any institution or place under the control of the corporation.

ARTICLE IV—SERVANTS OF THE CORPORATION

SECTION 1. The President shall, with the concurrence of the Board of Trustees, appoint a Superintendent and Matron for the institution under the management and control of the

corporation, who shall reside upon the premises and who shall not be discharged except for cause and with the concurrence of the Board of Trustees. The Superintendent shall purchase all supplies needed by the institution and shall keep an account thereof; he shall make a detailed report each month to the Finance Committee. The Matron shall supervise the household duties of the Home and of medical social work. The compensation of the Superintendent and Matron shall be fixed by the Board of Trustees.

SEC. 2. The President may annually appoint a Solicitor, who shall attend to the legal business of the corporation.

ARTICLE V—ADMISSION OF RESIDENTS

SECTION 1. Every application for admission into any institution under the management and control of this corporation shall be made in writing, setting forth the name, age and residence of the applicant, and such other information as the Committee on Admission may require, contemplating the competency of such person to share in the benefits and resources of the fund or trust to which his application is directed. All nominations shall be received by the Secretary and recorded in the order of presentation in a book kept for that purpose, and shall be referred upon receipt to the Committee on Admission, upon whose favorable report the application shall be accepted and the applicant admitted.

SEC. 2. Each candidate for admission shall make application through the subordinate union of said International Typographical Union of which the applicant may be a member in good standing. Each application shall be endorsed by the president and secretary of the subordinate union to which the candidate belongs, and the seal of the union shall be attached thereto.

ARTICLE VI—REORGANIZATION OF THE CORPORATION

Whereas, There has of recent date been a reorganization of this corporation, made pursuant of a resolution adopted by the Board of Trustees of The Union Printers Home, as organized on the 24th day of September, A. D., 1890, which resolution was as follows, to-wit:

Whereas, It has been reported to this corporation by its Solicitor that a reorganization is requisite in order to accomplish more readily and economically the purposes for which the corporation was formed; and

Whereas, It is desirable that this corporation be competent to execute trust consistent with its own purposes; therefore be it

Resolved, That steps be taken forthwith to reorganize this corporation, to the ends following, to-wit:

First—That the number of members of the corporation be reduced from thirteen to seven.

Second—That a Board of Trustees be created with power to manage and control the prudential affairs of the corporation, and with authority to delegate duties to competent committees to the end that the administration of the affairs of the corporation may be attended with less expense.

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Third—That the corporation be made competent to accept and execute trusts consistent with its own purposes.

Fourth—That such other functions and duties may be defined and assumed as are consistent with the general design of the corporation, and as were contemplated in its original organization, but defectively provided for; and

Whereas, At the time of said reorganization and as a means of effecting the same, the following named persons resigned their membership therein and released and surrendered all their rights, privileges, benefits and advantages thereunto appertaining, to-wit: John D. Vaughan, Amos J. Cummings, George W. Morgan, Will Lambert, William Aimison, William H. Parr.

Now, Therefore, Be it resolved and enacted as a bylaw of this corporation, that all the acts of and essential to said reorganization, on the part of said John D. Vaughan, Amos J. Cummings, George W. Morgan, Will Lambert, William Aimison, William H. Parr, and of said The Union Printers Home as originally incorporated by, and the same as hereby in all respects confirmed, ratified and adopted by this corporation as the acts of this corporation, and that any and every liability of said parties on account of such reorganization be and the same are hereby assumed by this corporation.

Article VII—The Home at Colorado Springs

Whereas, The members of the International Typographical Union of North America have, by their individual efforts and with their separate means, procured land for the required site therefor, and the erection and construction at Colorado Springs, in the state of Colorado, of an institution or home for invalid and aged and infirm members, in good standing, of the said International Typographical Union; and

Whereas, The said members have in like manner and by like means provided an endowment for said institution or home, by which the same may be maintained and supported; and

Whereas, The objects and purposes of said International Typographical Union and of this corporation are similar and alike in this, to-wit: That each contemplates the suppression of vice and immorality, the advancement of skill, order and health, and the promotion of industry and happiness among and in the craft of printers; and

Whereas, This corporation is supported and maintained by the members of said International Typographical Union; and

Whereas, Said institution or Union Printers Home at Colorado Springs is now completed and ready for occupancy and the equitable title thereto is vested in trustees of the members of said union; and

Whereas, With the belief that said Union Printers Home could be more economically and prudentially managed by this corporation than by the members of said union, who are of great number and widely scattered over the United States and Canada, it has been proposed that this corporation take in trust for said members the title to said Home.

Now, Therefore, Be it resolved and enacted as a bylaw of this corporation, that the deed of trust for said land, executed on the 17th day of May, A. D., 1892, to this corporation be, and the same is hereby accepted, and this corporation, pursuant of such acceptance, undertakes to act as trustee in carrying out the trust by said deed created and which is expressed in the words and figures following, to-wit:

"This Deed, Made this seventeenth day of May, in the year of our Lord one thousand eight hundred and ninety-two, between Edward T. Plank, William S. McClevey and Columbus Hall, as trustees for the International Typographical Union of North America, a voluntary association (unincorporated), whose principal office is located at the city of Indianapolis, in the state of Indiana, parties of the first part, and The Union Printers Home, a corporation organized under and by virtue of the laws of the state of Colorado providing for the organization of corporations for nonprofitable purposes, party of the second part.

"Witnesseth, That the said parties of the first part, by virtue of the authority in them confided as said trustees, and in consideration of the conditions and the trust and confidence hereinafter recited, defined and declared.

"Have granted, bargained, sold and conveyed and by these presents do grant, bargain, sell and convey and confirm unto the said party of the second part as said trustee, to its successors and assigns forever, all the following described lots and parcels of land situate, lying and being in the county of El Paso, in the state of Colorado to-wit: The West half of the southwest quarter of section sixteen ([illegible]), township fourteen (14) south, range sixty-six ([illegible] t; containing eighty (80) acres, more or less, together with all and singular the hereditaments and appurtenances thereto belonging or in any wise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof and all the estate, right, title, interest, claim and demand whatsoever of said parties of the first part, or either of them, either in law or in equity of, in and to the above-bargained premises with the hereditaments and appurtenances.

"To have and to hold the said premises above bargained and described with the appurtenances unto the party of the second part as said trustees, its successors and assigns forever:

"Provided, always, And this conveyance is made upon the express condition of the performance of the trust and confidence herein and hereby declared, as follows, to-wit:

"Whereas, The members of the said International Typographical Union of North America have by their individual efforts and with their separate means procured the above-described land for a situs, and the erection and construction thereon of an institution or home for invalid and aged and infirm members in good standing of the said International Typographical Union; and

"Whereas, The said members have in like manner and by like means provided an endowment for said institution or home by which the same may be maintained and supported; and

"Whereas, The object and purpose of said International Typographical Union and of said grantee herein, viz.: The Union Printers Home, are similar and alike in this, to-wit: That each contemplates the suppression of vice and immorality, the advancement of skill, order and health, and the promotion of industry and happiness among and in the craft of printers; and

"Whereas, Said institution or home is now completed and ready for occupancy and the title thereto is vested in trustees of the members of said union; and

"Whereas, Said home could be more economically and prudentially managed by said The Union Printers Home than by members of said International Typographical Union, who are of great number and widely scattered over the United States and Canada.

"Now, Therefore, To obtain and secure these desirable ends, and for no other purpose, this deed of conveyance is executed, vesting in said corporation, as trustee, the title of and to said real estate:

"First—Out of and with funds provided by the said International Typographical Union of North America the said party of the second part shall supply said institution or home with plain and suitable furniture, apparatus and all other matters needful to carry the general design of this trust into execution.

"Second—After said institution or home shall have been supplied with plain and suitable furniture, apparatus and all other matters needful to carry into execution the general design of this trust, the unexpended residue of the endowment provided by said International Typographical Union and the income, issues and profits thereof, together with any income, issues and profits arising from and out of the sale or lease of any part of the above-described land shall be applied to maintaining the said institution or home according to the directions herein.

"Third—Forthwith upon said party of the second part entering into possession under this deed, the Treasurer of said corporation shall execute to said corporation his good and sufficient bond in the penal sum of $25,000, lawful moneys of the United States, conditioned upon the faithful performance of his duties as such Treasurer in caring for the funds and property of this trust which may come into his possession. Such bond shall be executed in compliance with the laws of the state of Colorado and shall be construed according to said laws. Annually thereafter said Treasurer shall in like manner execute a similar bond: Provided, however, That the penal sum of any subsequent bond so given shall be in such amount as said corporation by its proper officers may direct.

"Fourth—That said institution or Union Printers Home shall be organized as soon as practicable by the selection of competent officers and servants, and to accomplish that end more effectually due notice of the intended opening shall be given.

"Fifth—A competent number of officers, physicians and surgeons, nurses, servants, and other necessary agents shall be selected, and when needful their places from time to time be supplied. They shall receive adequate compensation for their services; but no person shall be employed who shall not be of tried skill in his or her proper department, of established moral character, and in all cases persons shall be chosen on account of their merits and not through intrigue or favor: Provided, however, Nothing herein shall prevent any resident of said Union Printers Home from rendering such gratuitous service as he may be able and willing to render.

"Sixth—As many invalid and aged and infirm members of said International Typographical Union as the endowment shall be adequate to maintain in said Union Printers Home shall be introduced into The Union Printers Home as soon as possible, and from time to time as there may be vacancies or as increased ability from income may warrant, others shall be introduced.

"Seventh—On the application for admission an accurate statement shall be taken in a book prepared for the purpose, of the name, birthplace, age, health, condition as to relations, place from which sent, and other particulars useful to be known of such persons admitted.

"Eighth—No person shall be admitted as a resident of said Union Printers Home, except members in good standing of said International Typographical Union of North America, and such eligibility shall be determined by the proper authority of said corporation upon the f[illegible]resented in the application for admission: Provided, howeve[illegible] That in case of emergency, the President of the corporation may, on proper showing of urgency, admit an applicant to said Union Printers Home, pending investigation of the eligibility of said applicant to share the bounty of this trust: And provided, further, That the power be and is hereby reserved to the Board of Trustees of said The Union Printers Home to exclude therefrom persons suffering from such diseases as said Board may deem it inexpedient to admit, contemplating the suppression of vice and immorality, the advancement of skill, order and health, and the promotion of industry and happiness among and in the craft of printers.

"Ninth—Those persons whose admission application shall first be made shall be first introduced, all other things concurring, and at all future times priority of applications shall entitle the applicant to preference in admission, all other things concurring; but if there shall be at any time more applicants than vacancies, and the applicants be suffering from different afflictions, or be of different degrees of infirmity, then a preference shall be given (1) to the afflicted as against the infirm; (2) to those of the afflicted to whom the greatest probable good can be done by admission as against those to whom a less degree of good is probable; and (3) to those of the infirm whose infirmity is greatest. In all things it shall be the duty of said trustees, its officers and servants in the administration of the affairs of this trust to contemplate doing the greatest good with the resources at hand to

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the end that the welfare of this trust shall be conserved, and that the Home shall become and be an example worthy of emulation on the behalf of other crafts and orders.

"Tenth—The persons admitted into said Union Printers home shall be there fed with plain but wholesome food, clothed with plain but decent apparel (no distinctive dress ever to be worn) and lodged in a plain but safe manner; due regard shall be paid to their health, comfort and happiness, and to this end their persons, clothes and apartments shall be kept clean, and they shall have suitable and rational exercise and recreation. And as to the character of this exercise and recreation there shall be no restrictions, except that it shall be taken at timely hours, and shall be moral and temperate in all its respects. In this behalf much may be suggested to the Board of Trustees of said corporation by the topography and character of the grounds of the institution, and it is recommended without being made a duty of said Board, that landscape gardening, or some similar vocation, be undertaken on said grounds as a source of exercise and recreation to the persons domiciled at said Home. But no task or duty shall ever be imposed under the guise of exercise or recreation on any resident of said Home, nor shall any resident, officer or servant of said Union Printers Home be permitted to engage in any money-making scheme or act in connection with the property of said Union Printers Home: Provided, however, Nothing herein shall be construed as a restriction upon the clause of lease or sale hereinafter contained.

"Eleventh—No charge, tax, fee or assessment shall ever be made, levied or collected from any person domiciled at said Union Printers Home. Its bounty shall be unpurchasable, its charity shall be given without price: Provided, however, That nothing herein contained shall be construed to prohibit any person from making to said Union Printers Home an absolute and unqualified donation.

"Twelfth—No duty shall be required of any resident of said Union Printers Home except the duty of good behavior and compliance with such rules for the discipline and administration of said Union Printers Home as the Board of Trustees of said corporation in their wisdom, and contemplating the purposes of this trust, may adopt.

"Thirteenth—Should it unfortunately happen that any person admitted to said Union Printers Home shall, from malconduct, have become unfit longer to remain, and mild means of reformation prove futile, such person shall be expelled therefrom.

"Fourteenth—The death of any resident of said Union Printers Home shall forthwith, upon its occurrence, be communicated by telegraph to the President of said International Typographical Union, and the remains of the deceased shall, for a proper length of time, be held waiting the order of said President. But if no response be had within a proper time from said President, then the remains shall be interred in a part of the grounds of said Union Printers Home which shall have been set apart for that purpose. In the burial of its unclaimed dead, The Union Printers Home shall provide a plain but neat robe and other

essential garments, and a plain but neat casket, with such auxiliaries as may be requisite. Each grave shall be appropriately marked with a plain marble headstone, bearing the name of the deceased. The date of each death, the cause thereof, the duration of illness, the time given for answer from the notice of death sent to the President of said International Typographical Union, the place of burial, the cost of burial, and other particulars useful to be known shall be recorded in a book kept for that purpose: Provided, however, That should the Board of Trustees of said corporation, or the civil authorities having jurisdiction thereof, deem it not advisable to set apart any portion of the grounds of said Union Printers Home for cemetery purposes, or if after such cemetery has been established, either said Board or said civil authorities shall deem it expedient to abate such cemetery, said Board of Trustees may, out of the funds of this trust remaining unexpended, procure other suitable place of burial, and in so doing extravagance shall be avoided, to the end that the greatest possible amount of the funds of this trust shall be preserved for the care of the living.

"Fifteenth—If at any time the Board of Trustees of said The Union Printers Home find it to be impracticable and inconsistent with the objects and purposes of this trust to maintain as a part of the grounds of said Union Printers Home so large a tract of land as that hereinbefore described, then they may lease or sell and dispose of any part of said land not exceeding sixty acres, as they may deem expedient: Provided, always, That the rents, issues and profits of any lease, sale or disposition of property so made shall be forthwith and wholly turned over to the Treasurer of said The Union Printers Home, to be applied to the same uses and purposes as are herein declared of and concerning said trust generally. If the sale of said sixty acres, hereinbefore mentioned, shall have been made, and thereafter it shall be by said Board of Trustees found impracticable, on account of any particular circumstances of the location of said Union Printers Home, or the failure of endowment, or other sufficient reason, longer to maintain said Union Printers Home, then said Board of Trustees may sell and dispose of the remainder of said land, and the buildings and structures thereon, as they may deem expedient: Provided, always, That the issues and profits of such second sale or disposition of property so made shall be forthwith and wholly turned over and surrendered to the Treasurer of said International Typographical Union to be thereafter used as said union may direct. Any deed made by said Board of Trustees pursuant of the authority herein conferred shall contain a covenant of general warranty.

"Sixteenth—None of the moneys, principal, interest or dividends, and none of the property of said trust or the rents, issues or profits thereof, or acquired or arising by the virtue of or incident to said trust or the administration thereof, shall ever be applied to any other purpose or purposes whatever than those herein mentioned and appointed.

"Seventeenth—Separate accounts, distinct from the other accounts of the corporation, shall be kept by said corporation concerning the said trust, Home and funds, and of the investment and application thereof, and a separate account or accounts be kept in bank not blended with any other account, so that it may at all times appear on examination that the objects of this trust have been and are being fully complied with. And the said corporation shall render a detailed account annually to the said International Typographical Union at the commencement of its convention concerning the said trust, Home and funds, and shall submit all their books, papers and accounts touching the same to a committee of said International Typographical Union for examination when the same shall be required.

"Eighteenth—It shall be the duty of said Trustees to defend the title at law in case of any suit brought respecting the title to the real estate hereinbefore described; give notice, if it may be useful or practicable, of any such suit to the said International Typographical Union, or its proper officers; keep the trust properly insured in good companies, using trust funds therefor; pay out of the funds provided all taxes, charges and assessments; afford accurate information to said International Typographical Union of the condition and disposition of the trust property; if not possessed of all proper information to seek for and, if practicable, obtain it; manage The Union Printers Home and care for the residents thereof according to the intent and general design of this trust, and contemplating the purpose (1) for which said Union Printers Home was established and endowed, and (2) considering the mutuality of purpose which exists in the purposes of said The Union Printers Home and said International Typographical Union, to-wit: That each contemplates the suppression of vice and immorality, the advancement of skill, order and health, and the promotion of industry and happiness among and in the craft of printers.

"To all of which objects the said parties of the first part grant, convey and confirm the said property as aforesaid, but if the said party of the second part shall knowingly and willfully violate any of said conditions then and thereupon the said International Typographical Union, by its officers or agents by it in convention authorized and appointed so to do shall have the right to enter upon said land and take possession as the absolute and unconditional owner thereof in fee simple.

"And the said parties of the first part for themselves, their heirs, executors and administrators, do covenant, grant, bargain and agree to, and with the said party of the second part, its successors and assigns, that at the time of the ensealing and delivery of these presents they are well seized of the premises above conveyed as of good, sure, perfect, absolute and indefeasible estate of inheritance in law, in fee simple, and have good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same is free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and incumbrances of whatever kind and nature soever, and the above, bargained premises in the quiet and peaceful possession of the said party of the second part as trustee, its successors and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said parties of the first part shall and will warrant and forever defend.

"In witness whereof the said Edward T. Plank, William S. McClevey and Columbus Hall, as Trustees for the International Typographical Union of North America, a voluntary association (unincorporated), whose principal office is located at the city of Indianapolis, in the state of Indiana, have hereunto set their hands and seals the day and year above written.

"EDWARD T. PLANK, [Seal.]
"WILLIAM S. McCLEVEY, [Seal.]
"COLUMBUS HALL," [Seal.]

"As Trustees for the International Typographical Union of North America, a voluntary association (unincorporated), whose principal office is located at the city of Indianapolis, in the State of Indiana."

ARTICLE VIII

UNION PRINTERS HOME ENDOWMENT FUND

SECTION 1. There is hereby created "The Union Printers Home Endowment Fund," the same to consist of such moneys and other property as may be donated, devised, bequeathed or otherwise contributed to such fund.

SEC. 2. The principal of such fund shall be held perpetually by the Board of Trustees of the Union Printers Home and their successors, and shall be separate and distinct from other funds and be invested and reinvested in bonds of the United States, in approved, non-taxable state, county, township, municipal or school district bonds within the jurisdiction of the International Typographical Union; or in development and improvement of land and property of the Union Printers Home for purpose of creating revenue to be used for the greater benefit of those entitled to receive its bounty.

SEC. 3. The Executive Committee of the Board of Trustees of The Union Printers Home shall have power to invest the principal of The Union Printers Home Endowment Fund, or any part thereof, in securities of the character provided in section 2, subject to the approval of the Board of Trustees of The Union Printers Home.

SEC. 4. All interest and income derived from the investment of such fund, or any part thereof, shall be deposited to the credit of The Union Printers Home, and shall be used for the maintenance of The Union Printers Home.

SEC. 5. The Secretary-Treasurer of The Union Printers Home shall prepare and furnish a blank upon which donations to said Union Printers Home Endowment Fund may be made and there shall be printed annually in the report of the Board of Trustees a list of names of all contributors to The Union Printers Home Endowment Fund.

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SEC. 6. The fund hereby created shall not preclude or affect the right of The Union Printers Home to receive devises and bequests and to accept and execute trusts as now provided by the Charter, Constitution and Bylaws, of The Union Printers Home.

ARTICLE IX

These bylaws may be altered or amended, with the exception of articles vi and vii, which are irrevocable, by the Board of Trustees. Proposed amendments shall be submitted in writing by the Secretary to the members of the Board, who shall each submit his vote in writing to the President, who upon inspecting the same, shall deliver it to the Secretary for preservation among the records of the corporation. If two-thirds of the Trustees are in favor of the amendment the President shall direct the Secretary to make such change in the bylaws.

RESOLUTIONS

1. Where applicants are admitted to The Union Printers Home the expense of transportation shall be defrayed by the local typographical union, when the applicant is unable to pay the same.—*Proceedings 1894, page 41.*

2. The Board of Trustees is hereby authorized to appropriate from the Home Fund, upon proper application of the Superintendent, an amount equal to railroad fare from the place where application was made for admission to the Home; said amount to be expended by the Superintendent in purchasing transportation in whatever direction a discharged resident may select. Where a resident is discharged for misconduct, the amount appropriated shall be charged to the local union recommending him.—*Proceedings 1894, page 41.*

3. Applicants for admission to The Union Printers Home shall be members of the International Typographical Union for not less than ten continuous years, immediately antedating time of application: Provided, That members suffering from tuberculosis or other serious diseases requiring immediate temporary treatment may, at the discretion of the Board of Trustees, be admitted after attaining a continuous active membership of eighteen months in the International Typographical Union. Where the admission committee is satisfied that such affiliation was entered into to secure admission to the Home, the application shall be rejected.

4. The Superintendent of The Union Printers Home is hereby given power to regulate the internal affairs of the Home, and if a resident proves obnoxious, and persists in his conduct, he should be discharged.—*Proceedings 1898, page 218.*

5. That the Superintendent of The Union Printers Home furnish, for publication in The Typographical Journal, a monthly statement of admissions to and expulsions from the Home, names of unions sending residents and such other information as may be of interest concerning the condition of the residents.—*Proceedings 1894, page 41.*

6. That charges against the management or any officer of The Union Printers Home must be of a specific nature, and made in the regular manner provided by the rules of the institution and endorsed by the union which secured the admission of the resident preferring the same.—*Proceedings 1894, page 41.*

7. Residents vacating The Union Printers Home, when found guilty of disposing of the transportation furnished, shall be required to refund the full amount of such transportation.—*Proceedings 1896, page 108.*

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ALLIED PRINTING TRADES AGREEMENT

Between The International Typographical Union, The International Printing Pressmen and Assistants' Union, The International Brotherhood of Bookbinders, The International Stereotypers' and Electrotypers' Union, and The International Photo-Engravers' Union.

The duly authorized representatives of the International Typographical Union, the International Printing Pressmen and Assistants' Union, the International Brotherhood of Bookbinders, the International Stereotypers' and Electrotypers' Union and the International Photo-Engravers' Union have entered into the following agreement for the formation of an association for a joint ownership of the allied printing trades union label:

ARTICLE I

NAME, OBJECT, JURISDICTION

SECTION 1. This body shall be known as the International Allied Printing Trades Association.

SEC. 2. The objects of this Association are to designate the products of the labor of the members thereof by adopting and registering a label or trade mark designating such products; and to engage in such other co-operative efforts as may be decided upon by its board of governors to be in the interests of the members of this association. It is obligatory on the members of this association, its officers and local councils to bear in mind this object and not confuse it with the internal affairs or duties of the several unions comprising this association as to organization and other internal matters.

SEC. 3. To that end the association shall by its board of governors adopt a label, to be known as "Allied Printing Trades Label," which label shall be used to distinguish the product of the labor of the members of the association; and the association shall exercise jurisdiction throughout the United States of America and Canada in regard to said label, and over subordinate local organizations which shall be established and maintained in accordance with the provisions of these laws.

ARTICLE II

MEMBERSHIP

SECTION 1. All members in good standing of the International Typographical Union, the International Printing Pressmen and Assistants' Union, the International Stereotypers' and Electrotypers' Union, the International Brotherhood of Bookbinders and the International Photo-Engravers' Union shall be members of this association. But before the members of any of the said unions shall become members of this association, they shall by appropriate action taken by them at a convention, or on referendum vote or otherwise in

manner approved by the respective unions, duly declare their intention and desire to become such members and agree to abide by all laws and regulations now or hereafter adopted for the government of this association, and shall at the same time provide who shall constitute their representatives on the board of governors hereinafter provided for in article iii. And any member ceasing to be a member in good standing in one of said unions shall thereby cease to be a member of this association.

ARTICLE III

BOARD OF GOVERNORS

SECTION 1. The affairs of this association shall be conducted and governed by a board to be known as the "Board of Governors." Said board shall also be trustee of, and hold title to, any label adopted by the association and all other property of the association; and they shall cause to be registered such label in all states, territories and District of Columbia, in the United States, and Dominion and Provinces of Canada, where registration is or may be hereafter authorized by law.

SEC. 2. The board of governors shall consist of fifteen members.

The International Typographical Union shall select three members of said board; the International Printing Pressmen and Assistants' Union shall select three members of said board; the International Stereotypers' and Electrotypers' Union shall select three members of said board; the International Brotherhood of Bookbinders shall select three members of said board; and the International Photo-Engravers' Union shall select three members of said board.

The selection of said members of said board of governors shall be in the manner and by the mode adopted by the several international unions above specified respectively.

SEC. 3. The members of said board shall hold office until their successors are duly chosen. Should any member of said board cease to be a member, his successor shall be chosen or designated by the union which had selected such member in such manner as such union may determine.

SEC. 4. The officers of the board of governors shall be a president, vice-president and secretary-treasurer and such other officers as the board may determine, who shall be elected by a majority vote. But no two executive officers shall be members of the same trade union.

SEC. 5. Regular meetings of the board of governors shall be held on the first Monday in October and March of each year at the place decided upon by a majority vote of the board of governors, written notice of which shall be mailed to each member of the board by the secretary-treasurer thereof. At the regular meeting in March, the officers of said board shall be nominated, elected and installed for the ensuing year. If any vacancy occurs during the ensuing year it shall be filled from members of the board.

On written demand of a majority of the members of the board, the president shall call a meeting at a convenient

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SECTION 1. This body shall be known as the International Allied Printing Trades Association.

SEC. 2. The objects of this Association are to designate the products of the labor of the members thereof by adopting and registering a label or trade mark designating such products; and to engage in such other co-operative efforts as may be decided upon by its board of governors to be in the interests of the members of this association. It is obligatory on the members of this association, its officers and local councils to bear in mind this object and not confuse it with the internal affairs or duties of the several unions comprising this association as to organization and other internal matters.

SEC. 3. To that end the association shall by its board of governors adopt a label, to be known as "Allied Printing Trades Label," which label shall be used to distinguish the product of the labor of the members of the association; and the association shall exercise jurisdiction throughout the United States of America and Canada in regard to said label, and over subordinate local organizations which shall be established and maintained in accordance with the provisions of these laws.

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MEMBERSHIP

SECTION 1. All members in good standing of the International Typographical Union, the International Printing Pressmen and Assistants' Union, the International Stereotypers' and Electrotypers' Union, the International Brotherhood of Bookbinders and the International Photo-Engravers' Union shall be members of this association. But before the members of any of the said unions shall become members of this association, they shall by appropriate action taken by them at a convention, or on referendum vote or otherwise in

manner approved by the respective unions, duly declare their intention and desire to become such members and agree to abide by all laws and regulations now or hereafter adopted for the government of this association, and shall at the same time provide who shall constitute their representatives on the board of governors hereinafter provided for in article iii. And any member ceasing to be a member in good standing in one of said unions shall thereby cease to be a member of this association.

ARTICLE III

BOARD OF GOVERNORS

SECTION 1. The affairs of this association shall be conducted and governed by a board to be known as the "Board of Governors." Said board shall also be trustee of, and hold title to, any label adopted by the association and all other property of the association; and they shall cause to be registered such label in all states, territories and District of Columbia, in the United States, and Dominion and Provinces of Canada, where registration is or may be hereafter authorized by law.

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The selection of said members of said board of governors shall be in the manner and by the mode adopted by the several international unions above specified respectively.

SEC. 3. The members of said board shall hold office until their successors are duly chosen. Should any member of said board cease to be a member, his successor shall be chosen or designated by the union which had selected such member in such manner as such union may determine.

SEC. 4. The officers of the board of governors shall be a president, vice-president and secretary-treasurer and such other officers as the board may determine, who shall be elected by a majority vote. But no two executive officers shall be members of the same trade union.

SEC. 5. Regular meetings of the board of governors shall be held on the first Monday in October and March of each year at the place decided upon by a majority vote of the board of governors, written notice of which shall be mailed to each member of the board by the secretary-treasurer thereof. At the regular meeting in March, the officers of said board shall be nominated, elected and installed for the ensuing year. If any vacancy occurs during the ensuing year it shall be filled from members of the board.

On written demand of a majority of the members of the board, the president shall call a meeting at a convenient

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time and place designated by the president and after written notice is mailed to each member of the board.

In the event of any member of the board being unable to attend any meeting he shall designate a proxy, who, however, shall be a member of the same trade union. Upon the filing of properly presented credentials to the board of governors, said proxy shall be accorded all rights and privileges due to the member for whom he is proxy.

In the absence of any member or members selected by said union the other member or members of the board selected by such union may cast the full vote to which said union shall be entitled without having any proxy to do so.

In voting the unit rule shall prevail. In the event representatives of any international union fail or refuse to vote on any question, in any meeting or when submitted by mail as hereinafter provided, the three votes of that international union shall be recorded as negative votes.

In the event the votes of the three representatives of any international union are divided the three votes of that international union shall be recorded as the majority vote of the delegation determines.

In the event only two representatives of any international union are present each shall cast one and one-half votes but should the votes be divided or in opposition to each other the three votes of that international union shall be recorded as negative votes.

Between meetings the secretary-treasurer may submit any questions calling for prompt action to the consideration of the members of the board of governors by mail, and the members shall vote by mail within 30 days or, upon request of any union for extension of time, within 10 days of the date of submission. Their votes shall be canvassed and announced by the secretary-treasurer and given the same effect as though cast at a meeting, and all such proceedings shall be reported by the secretary-treasurer at the next regular meeting of the board.

All questions coming before the board of governors shall be decided by four-fifths vote (on unit basis), except as provided in sections 4 and 5 of this article.

SEC. 6. The board of governors may adopt such rules of procedure in the hearing of appeals and in the conduct of such other business as may properly come before it as do not conflict with any of the laws of the association.

SEC. 7. The board of governors shall not make any decision interfering with the autonomy of any international union to decide its own internal affairs. Jurisdiction over processes of work are questions for settlement by the international unions involved.

ARTICLE IV

LOCAL ALLIED PRINTING TRADES COUNCIL.

SECTION 1. In cities where there are subordinate unions chartered by two or more of the unions mentioned in article II hereof, a local allied printing trades council shall be formed, the geographical jurisdiction of which shall be that area over which all local unions affiliated with the local council have jurisdiction, or as may be further agreed upon by local unions of the several international unions and approved by the board of governors. Within such jurisdiction no union of the International Allied Printing Trades Association shall use any trade label other than that issued by said International Allied Printing Trades Association through the local allied printing trades council, and all unions whose members are members of the International Allied Printing Trades Association shall withdraw from said jurisdiction their union label. If any international union shall fail or refuse to so withdraw its label or shall issue its label contrary to the provisions of this section all international unions parties to this agreement are free to use their label within the geographical jurisdiction of the local allied printing trades council or councils involved. To qualify as a subordinate union under the terms of this section said union shall be composed of at least seven members working at the trade in the geographical jurisdiction of the contemplated local allied printing trades council.

SEC. 2. Local allied printing trades councils shall be composed of members chosen by and from those who are members of said subordinate union, three being appointed or elected from each union in the manner and by the mode adopted by the members of the union. The selection of the three members from the membership of each of said unions shall be certified to said local allied printing trades council, and the three members of each union shall continue to be members of said local council for a term of one year and until their successors are duly chosen and certified by the members of that union. No one shall be at the same time a member of more than one local allied printing trades council. Where a union affiliated with one local allied council has members working within the jurisdiction of another local allied council said union may designate a member so working to attend meetings of the other council with voice but no vote but his local union may appeal to the board of governors regarding the alleged violations of the Label License. The local council involved shall answer said appeal.

SEC. 3. Each delegate present at any meeting of a local allied printing trades council shall be entitled to one vote. But a roll call may be demanded by any member on a question involving the raising of revenue or the election of officers, and on said roll call each member shall be entitled to additional votes as follows: For fifty (50) members of the local union to which he belongs, one vote; for each additional fifty (50) members or major fraction thereof up to three hundred (300) members, one vote; for the next two hundred (200) members or major fraction thereof, one vote; for each addition five hundred (500) members or major fraction thereof, one vote, the membership to be computed in accordance with last per capita tax paid by each local union.

SEC. 4. Local allied printing trades councils shall elect as officers a president, vice-president and secretary-treasurer and such other officers as the local council may determine.

And said local councils may adopt such provisions and rules for their government as are not in conflict with the purpose and provisions of the laws of the International Allied Printing Trades Association or in conflict with the rulings of the board of governors of the International Allied Printing Trades Association.

SEC. 5. The funds of each local allied printing trades council shall be under its control, and shall be on a per capita basis.

ARTICLE V

APPEALS

SECTION 1. Appeals may be made to the board of governors from the decision or action of any local allied printing trades council. In such case the appellant must within ten days from said decision or action file notice of his intention to appeal with the president, vice-president or secretary-treasurer of the local allied printing trades council; and within thirty days from said decision or action the appellant shall forward to the secretary-treasurer of the board of governors fifteen typewritten copies of the appeal papers, serving one copy on the president, vice-president or secretary-treasurer of said local allied printing trades council. After such service said local allied printing trades council shall have thirty days in which to file with the secretary-treasurer of the said board of governors fifteen typewritten copies of its answer. And no such appeal shall be considered by the board of governors unless it shall be approved by the local union of which the appellant is a member; such approval being evidenced by the certificate of the president and secretary of that union; which said certificate shall accompany the appeal papers at the time they are forwarded to the secretary-treasurer of the board of governors.

SEC. 2. When the papers are complete in each case the secretary-treasurer of said board of governors shall forward one copy of the papers to each member of said board of governors. Thereupon each member shall consider the case thus presented to him and within thirty days after the receipt of the documents each of said members shall file an opinion in the case with the secretary-treasurer of the said board of governors, and within thirty days after the opinions of the members have been received by the said secretary-treasurer and submitted to the several members of said board for final action, the members of said board must register their votes on the appeal.

ARTICLE VI

USE OF THE UNION LABEL

SECTION 1. The International Allied Printing Trades Association, by its board of governors, shall own and control the use of the allied printing trades label.

SEC. 2. It shall by action of its board of governors and in accordance with and subject to the provisions of these laws, loan the label to local allied printing trades councils as agents of said International Allied Printing Trades Association upon receipt of a sum of money from the local council, not exceeding ten (10) per cent above the cost of production and distribution of said label.

SEC. 3. No allied printing trades council shall issue any label not procured from said International Allied Printing Trades Association, nor duplicate nor allow the duplication of said label except in the case of stereotyped, electrotyped, photo-engraved, offset or other duplicate printing forms, in which case the label appearing in the plate or plates shall be destroyed immediately upon completion of the work on which it is used: Provided, If the employer having such plates desires to store them for further use he shall file with the local allied printing trades council an identifying list of such plates and agree that the employer will not send said plates to any other shop without permission of the local council.

SEC. 4. Local allied printing trades councils shall be allowed to grant the use of the allied printing trades label to qualified shops in their respective geographical jurisdictions. The board of governors of the International Allied Printing Trades Association may order the issuance or withdrawal of the label or issue said label direct where in its judgment said action is deemed proper. With unanimous consent the board of governors may grant use of the label to qualified shops in areas where no local councils exist; such permission to be withdrawn on request of any international union. The board of governors may determine whether or not the allied printing trades label shall appear on a particular job produced in a shop authorized to use the label if the appearance of the label on such job is deemed inimical to or in the best interests of the International Allied Printing Trades Association.

SEC. 5. All labels or label matrices must be procured by local councils from the secretary-treasurer of the International Allied Printing Trades Association. Any infraction of this rule shall be deemed sufficient cause for the dissolution of the local council so offending.

SEC. 6. Labels shall be issued or withdrawn by unanimous consent of local councils. Labels may be issued only to firms which have signed the Label License forms furnished by the secretary of the association. Permission to use the label may be revoked only for violation of terms of the Label License or violation of regulations of the board of governors controlling use of the label. Any action by a local council in granting or revoking permission to use the label may be appealed to the board of governors of the International Allied Printing Trades Association by any local union affiliated with the local council or represented in the council by a fraternal delegate, in the manner provided in article v of this agreement.

SEC. 7. This association recognizes that the officers of each union are responsible for the conditions pertaining to their craft within any one shop and that a local allied printing trades council is not a bargaining agent within the meaning of federal law with power to represent any employe of any firm for the purpose of collective bargaining. It is understood that so long as a local union permits its members to work in an office, it is not proper for such union to request withdrawal of the label from such office for the purpose of

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collecting dues or for violation of a local union's contract or laws. When a local union calls a strike approved by its international union the council shall remove the label immediately. A local council shall not remove the label for organizing purposes.

ARTICLE VII

FINANCES

Section 1. The necessary funds for the establishment, maintenance and carrying on of this association and its work shall be under the control of the board of governors, and the same shall be furnished by the several international unions in the proportion that the total journeyman membership of each international union bears to the total journeyman membership of all the international unions parties to this agreement. For the purpose of this calculation even thousands or major fraction thereof shall be used. Each said international union shall file with the secretary-treasurer of this association a statement of said total membership as of July 1 of each year.

When funds are necessary, the secretary-treasurer of this association shall notify the secretary-treasurer of each union mentioned in article ii of the proportionate amount due from said union.

Sec. 2. All funds of the association shall be deposited in bank subject to withdrawal according to regulations adopted by the board.

Sec. 3. The members of the board of governors shall not be paid out of the funds of this association for their services or for their expenses incurred while acting as such members of the board of governors.

Sec. 4. Should any international union withdraw from this association then such international union shall forfeit all rights and interest in and to any and all labels registered by this association and in and to all property and effects of this association.

ARTICLE VIII

AMENDMENTS

Section 1. Any amendment proposed by any international union, party to this agreement, shall be presented at any regular meeting of this association or a special meeting called for that purpose. If the proposal is unanimously approved it shall be submitted by the secretary-treasurer of this association to each international union for ratification or rejection in the manner required by the laws of the respective international unions. If approved by all international unions, parties to this agreement, the amendment shall be effective upon notification by the secretary-treasurer to all international unions. Local allied printing trade councils shall also be notified.

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PROTECT YOUR MEMBERSHIP AND GOOD STANDING

●

Each member should be familiar with the laws governing good standing. The penalties of delinquency are severe, and the penalties of suspension are still more drastic. They can be avoided by payment of dues within the period specified by International law.

Local unions are directed by law to pay the dues and assessments of a member who "is sick or disabled, and who shows that he is in destitute circumstances" (section 8, article ix, bylaws). Sums expended by local unions for such purposes constitute a proper charge against the mortuary benefit of a deceased member. (Article xx, bylaws.)

Pay your own dues and assessments promptly. Report to the local union any sick and destitute member who is unable to pay his own dues and assessments and who is not informed of his rights under the law.

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Respondent's Exhibit 4

AFFIDAVIT

Now comes Oscar O. Raughton, Route 2 Box 65, Sylacauga, Alabama, telephone 249-8604, who states as follows:

I was hired at Dixie Color in March 1963. I am working in the Press Room. My supervisor is Horton.

A few minutes after mid-night on Saturday morning Nov. 21, 1964, Horton sent word to me while I was on the job to come into the cafeteria to see him. I went into the cafeteria. I sat down at a table with him. No one else was present.

Horton asked, "What's this I hear that y'all are trying to do to us?" The biggest trouble here I understand is Sunday work. He said that he thought if we would drop the union that he could either get Sunday work cut out or get us double time for Sunday. He also said that everything would run by seniority. He then said "Why can't we work this out and get one man from each crew to represent the crew and meet monthly with Mr. Clinton and me to work out problems." I told him I didn't believe that there was much chance under the circumstances to work out things under the present conditions.

I then asked him what guarantee would we have that Mr. Clinton would even talk to us if we got a delegation from each crew to go see him. He then asked me didn't I think there was a possibility for us to get together and work out our problems among ourselves. I told him I didn't think there would be not at this time. He then told me to send in another of the employees when I went out. This conversation lasted approximately 30 minutes.

On approximately Dec. 2, Wednesday, at approx. 1:30 p.m. while I was running the reels, Horton walked up to me and started talking to me. He first asked me if I had read the union book. He said you read the part that says that even if we go union that the company still has the option to hire and fire at its disposal. He said that by now we should be able to see that the company didn't want to go union. I asked him if he'd

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ever seen one that did. He asked me to read the book over with an open mind and see if I couldn't see both sides of it.

He said that he wished that he could show me the pay scale under this union; that we were receiving higher wages here than anywhere else. He again stressed the fact that if we went union they could still fire us if they wished to. He said he wished we would think it over and give them a chance. He said we'd get whatever we wanted anyway. This conversation lasted about 10 minutes. No one else was present.

I have read the above and say it is true.

/s/ Oscar O. Raughton

Dated: Dec. 10, 1964

Respondent's Exhibit 5

STATE OF ALABAMA
COUNTY OF JEFFERSON

AFFIDAVIT OF OSCAR O. RAUGHTON

1. I, Oscar Raughton, having been duly sworn, depose and say:

2. My rate of pay at the time that I went on strike was $3.87 per hour. I was hired by the company as a pressman. There are approximately about 22 or so employees who are classified as pressmen. There are about eight or ten stereotypers and there are about three men in the shipping. The foreman over the stereotype room is Gene Lesley. I believe that Horton is also foreman over the shipping dept. There is a chief electrician and I believe that there was one employee who worked with the electrician and also with the machinist or any where they happened to need him.

3. Prior to the time that Horton talked with me about the union on the 21st of November 1964, I can not recall any other supervisor that talked with me about the union.

4. I was first contacted about the union by Buster Bryant approximately the middle of October. It was the meeting that Mr. McFee was present for the first time. I signed a union authorization card and also an application for membership at that meeting. Following that time I also recall that I signed the petition that had been drafted for the employees to sign around the first of November. I recall that Bobby Gaston had the petition at the time that I was asked to sign it.

5. Approximately midnight of the 20th I was called into the cafeteria by Horton. I went in and sat down at the table next to him and he said: "What's this I hear about the union?" I then told him that we had organized and then he asked me what the trouble was. He asked me if the Sunday work was our biggest problem. I said that at that time the Sunday work was not the biggest problem, that it was the working conditions in general. He asked me again if the Sunday work was not our biggest problem and he asked me if they could get the Sunday work cut out or if they could get us double time for Sunday, couldn't we work this out among ourselves and come to an agreement? He also said couldn't we take one man from each crew to meet monthly with Mr. Clinton and himself to work out the problems that arose among the men?
I did not believe that that would settle our problems between the men and management. Again Horton asked me if I didn't think that it could be worked out by a meeting between a member of each crew and he and Mr. Clinton once a month. I told him that under the present circumstances I did not think that it would be possible. I asked him what guarantee we would have that the management would meet with us and he did not answer me. Horton then asked me if I would not think it over and see if we could get together on it. That was about all of that conversation that I can remember. The meeting lasted about thirty minutes.

Around December 2, or so I was at my job when Horton came up to me and started talking with me at around 1:30 PM. He asked me if I had read the union book and I told him that I had. He said that I guess you read the part that said that the company could hire or fire at their disposal even though we went union. He asked me if I would not go home and read the book thoroughly and with an open mind and try to see both sides of it. He asked me, "by now I guess you can see that the company does not want to go union" and I asked him if he knew of a company that ever did want to. He again said that they could hire or fire when they got ready even though they did go union. Right after he asked me to try to see both sides of it he told me that we would probably get what we wanted anyway.

As a result of the cutback my hours were reduced from five to four days. I worked a four day week for two weeks and was scheduled for a third week of four days when I joined the strike. Bobby Norred got five days on both weeks and he has less seniority than I do.

I attended the meeting that the union had and I signed the petition which was prepared. I signed this petition on my own and without any coercion on the part of anyone.

I also joined the strike when it began and am presently on strike. I walk the picket line on the 3-11 shift. To the best of my recollection no supervisor has talked with me since I have been on the picket line. I know that Joe Clinton has taken photographs on more than one occasion and I believe that my photograph was taken at least once.

Prior to this time I had never received a reduction in the hours that I worked.

I have read the above statement and swear that it is true and correct.

Subscribed and sworn to before me this 6th day of Jan. 1965.

/s/ William A. McHugh, Jr.
Atty. NLRB

/s/ Oscar O. Raughton

Respondent's Exhibit 6

Foreman George Hickey Shift 11 - 7 Dept. Press Room Week of 9-13 to 9-20

Clock No.	Name	Monday		Tuesday		Wednesday		Thursday		Friday		Saturday		Sunday			
		Hours Worked		Hours Worked		Hours Worked		Worked Hours		Hours Worked		Hours Worked		Hours Worked		Hours Worked	
	G. Hickey	7-1/2		7-1/2		7-1/2		7-1/2		7-1/2		--		--		37-1/2	✓
	J. Nickolson											7-1/2		7-1/2		15	✓
	I. Reese	7-1/2		7-1/2		7-1/2		7-1/2		7-1/2		--		--		37-1/2	✓
	E. Osbourn	7-1/2		7-1/2		7-1/2		--		--		7-1/2		7-1/2		37-1/2	✓
	C. Mizzell	--		--		7-1/2		7-1/2		7-1/2		7-1/2		7-1/2		37-1/2	✓
	J. Lawler	7-1/2		7-1/2		--		--		7-1/2		7-1/2		7-1/2		37-1/2	✓
	D. Williams	7-1/2		7-1/2		7-1/2		7-1/2		--		7-1/2		--		37-1/2	✓
	G. Smith	7-1/2		--		--		7-1/2		7-1/2		7-1/2		7-1/2		37-1/2	✓
	D. Wilemon													7-1/2		7-1/2	✓

C-94—85-12—74-96 Men in Charge J– Journeyman A-- Apprentice O—Overtime

Respondent's Exhibit 7

Foreman George N. Hickey Shift 11 - 7 Dept. Press Room Week of ______ to ____________

Clock No.	Name	Monday		Tuesday		Wednesday		Thursday		Friday		Saturday		Sunday			
		Hours Worked		Hours Worked		Hours Worked		Worked Hours		Hours Worked		Hours Worked		Hours Worked		Hours Worked	
7	G. Hickey	Off		7-1/2		7-1/2		7-1/2		7-1/2		7-1/2		Off		37-1/2	✓
12	J. Reese	Off		7-1/2		7-1/2		7-1/2		7-1/2		7-1/2		Off		37-1/2	✓
16	E. Osbourn	Off		7-1/2		7-1/2		7-1/2		7-1/2		7-1/2		Off		37-1/2	✓
19	C. Mizzell	Off		7-1/2		7-1/2		7-1/2		7-1/2		7-1/2		Off		37-1/2	✓
29	J. Lawler	Off		7-1/2		7-1/2		7-1/2						Off			✓
41	D. Williams	Off		7-1/2		7-1/2		7-1/2		Off		7-1/2		Off		30	✓
5	T. Smith																✓

C-94—85-12—74-96 Men In Charge J—Journeyman A—Apprentice O—Overtime

Respondent's Exhibit 8

DIXIE COLOR PRINTING CORP.
OFFICE RULES AND REGULATIONS
September 10, 1963

Full compliance with the Company rules and regulations is essential to the orderly and economic operation of any plant. Failure to comply or continued disregard for rules is considered sufficient cause for disciplinary action. Likewise, insubordination or failure to comply with instructions of the man-in-charge or supervisor will result in penalty.

1. Time Clock Regulations — When starting to work, time card is to be taken from the "OUT" rack and punched on the FACE of the card on the "IN" clock and placed in the "IN" rack.

When leaving work for lunch, time card is to be taken from "IN" rack and punched on the REVERSE side of card on the "OUT" clock and placed in the "OUT" rack.

When returning from lunch, time card is to be taken from the "OUT" rack and punched on the REVERSE side of card on the "IN" clock and placed in the "IN" rack.

When completing the shift or scheduled work hours, time card is to be taken from the "IN" rack and punched on the FACE of the card on the "OUT" clock and placed in the "OUT" rack. This will indicate employee has completed scheduled time of work.

Failure to punch in or out on time card will be penalized by 1/2 hour deduction in working hours.

Late punches will be penalized in the following manner:

1. Over 2 minutes and 15 minutes inclusive - 1/4 hour deduction in work hours.
2. Over 15 minutes and 30 minutes inclusive - 1/2 hour deduction in work hours.
3. Over 30 minutes and 45 minutes inclusive - 3/4 hour deduction in work hours.

ANY EMPLOYEE PUNCHING TIME CARD FOR ANOTHER EMPLOYEE WILL SUBJECT BOTH PARTIES TO IMMEDIATE DISCHARGE. The time clock shall not be punched more than 10 minutes before starting time and shall not be punched later than 10 minutes after quitting time. Repeated tardiness and call offs will not be tolerated.

2. Lunch Periods — LEAVING BEFORE ESTABLISHED LUNCH TIME OR OVER-STAYING LUNCH PERIODS ARE STRICTLY PROHIBITED. Turn off all motors and lights when not in use at lunch time and quitting time.

3. No one will work more or less than a shift without authorization from a foreman or the office.

4. Tools, Equipment and Company Premises — Employees must handle and operate all tools, equipment and machinery with proper care. Supplies, equipment and tools are the property of the company and shall not be removed from the premises.

Tools and equipment must be cleaned and returned to their proper place after use. Breakage or failure of any machinery, tools, equipment or materials must be reported to the foreman, accompanied with a Quadriplicate Report, regardless of the cause of responsibility. Unlawful taking or using the property of the Company will be cause for immediate dismissal.

No circulars or notices are to be posted or pasted on the walls, but rather must be placed on the bulletin board, and only after permission has been obtained from the office. No solicitation, which interferes with production, for charitable or any other purposes regardless of worthiness, may be made on the company premises, except upon approval of the office.

Defacing of company premises or property will not be tolerated.

5. Telephone Calls and Visitations — Use of telephones, social visits, or the transactions of other than Company business must not be carried on during scheduled working hours. Foreman will accept ONLY emergency calls and relay the information to the employee immediately.

6. Improper Conduct — Drinking of alcoholic beverages, gambling, fighting, use of foul or obscene language, horseplay or other disorderly or disruptive conduct will not be tolerated. No employee will be allowed on the premises while under the influence of alcohol in any degree. Indulging in any kind of horseplay in any part of the plant is forbidden.

No bottles of any kind will be allowed in plant.

Employees are prohibited from changing the adjustments on gas, electric, water, heating, air conditioning and sprinkler system controls. If any of these controls are not operating properly, notify your superior immediately and he will contact the proper person to correct this condition.

7. Smoking — SMOKING IS NOT PERMITTED IN PRESSROOM, STORAGE OR SHIPPING ROOMS. Smoking in NO SMOKING areas will be penalized by time off from work and possible dismissal for a second offense. All employees must comply with ordinances and insurance company regulations.

8. Payroll and Personnel Information — All employees must register with the Company their addresses, telephone numbers, social security number, number of dependents, and other relevant information. Change in addresses, telephone numbers, etc. must be reported to the foreman immediately. If there should be any questions regarding an employee's check, report to payroll clerk in office.

9. Safety — Report any equipment or machinery that is improperly guarded or considered unsafe, also report promptly to the foreman any accidents resulting in personal injury. Wilful disregard of safety for others and your own safety will be cause for disciplinary action.

The Company has endeavored to provide pleasant working conditions for its employees and all employees shall conscientiously serve the Company during working hours, and shall at all times be aware of their responsibilities.

Joseph T. Clinton,
Manager

JTC:lad

Respondent's Exhibit 9

Foreman John W. Thomas Shift 11 - 7 Dept. Press Room Week of ________ to ________

Clock No.	Name	Monday		Tuesday		Wednesday		Thursday		Friday		Saturday		Sunday			
		Hours Worked		Hours Worked		Hours Worked	O.T.	Worked Hours		Hours Worked		Hours Worked		Hours Worked		Hours Worked	
13	John W. Thomas	--		--		7-1/2		7-1/2		7-1/2		7-1/2		7-1/2		37-1/2	✓
9	John L. Nickolson	7-1/2		7-1/2		--		--		--		--		--		15	✓
11	Harmon Allen	--		--		7-1/2		7-1/2		7-1/2		7-1/2		7-1/2		37-1/2	✓
17	Bobby Norred	7-1/2		7-1/2		7-1/2	1 1/2	7-1/2		7-1/2		--		--		39	✓
25	Gene Graham	7-1/2		7-1/2		7-1/2		--		--		7-1/2		7-1/2		37-1/2	✓
28	Ronney Jackson	7-1/2		7-1/2		--		--		7-1/2		7-1/2		7-1/2		37-1/2	✓
44	Grover Blankenship	7-1/2		7-1/2		--		7-1/2		--		7-1/2		7-1/2		37-1/2	✓
49	Gary Smith	--		--		7-1/2		7-1/2		7-1/2		7-1/2		7-1/2		37-1/2	✓
21	David Wilemon	7-1/2		--		--		--		--		--		--		7-1/2	✓

C-94—85-12—74-96 Men In Charge J—Journeyman A—Apprentice O—Overtime

Respondent's Exhibit 10

Foreman John W. Thomas Shift 3 - 11 Dept. Press Week of 9-14-64 to 9-20-64

Clock No.	Name	Monday		Tuesday		Wednesday		Thursday		Friday		Saturday		Sunday			
		Hours Worked		Hours Worked		Hours Worked		Worked Hours		Hours Worked		Hours Worked		Hours Worked		Hours Worked	
13	John W.Thomas	--		7-1/2		7-1/2		7-1/2		7-1/2		7-1/2		--		37-1/2	✓
9	John L.Nickolson	7-1/2		--		--		--		--		--		--		7-1/2	✓
15	Odell Raughton	7-1/2		7-1/2		7-1/2		--		7-1/2		7-1/2		--		37-1/2	✓
18	Buster Bryant	7-1/2		7-1/2		7-1/2		7-1/2		7-1/2		--		--		37-1/2	✓
23	Bobby Gaston	7-1/2		2-3/4		--		7-1/2		--		7-1/2		--		25-1/4	✓
40	Harold Ogle	--		7-1/2		7-1/2		7-1/2		7-1/2		7-1/2		--		37-1/2	✓
47	Jerry Dees	7-1/2		4-1/2		7-1/2		7-1/2		7-1/2		7-1/2		--		42	✓
21	David Wilemon	7-1/2		--		--		--		--		--		--		7-1/2	✓
14	O. B. Clifton	--		--		--		--		--		7-1/2		--		7-1/2	✓

C-94—85-12—74-96 Men In Charge J—Journeyman A—Apprentice O—Overtime

Resp's Ex 11

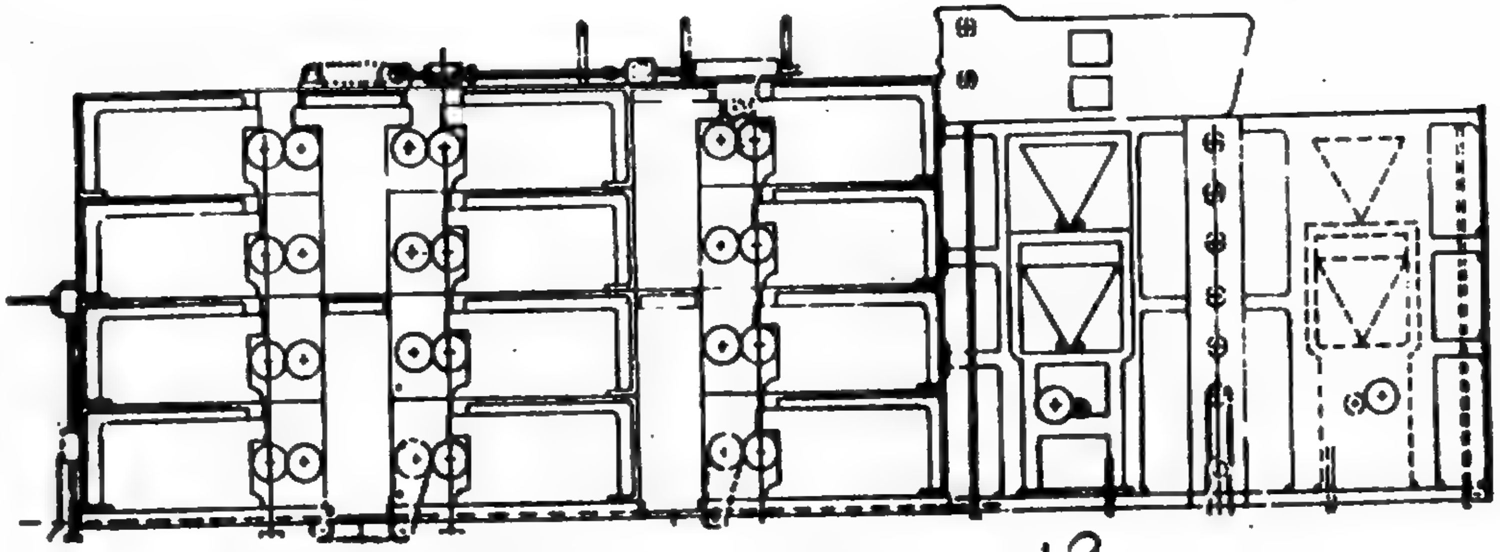
WEB BREAK REPORT 2022

DATE 4-2-64

NO. OF PAGES 12 16

SHIFT 3

INDICATE WHERE BREAK OCCURED (MARK X)



Rolls Run Per Shift 19

Paster Failures Per Shift 0

Paper Breaks Per Shift 0

TIME LOST ON BREAK

REMARKS None

NATIONAL LABOR RELATIONS BOARD

Docket No. 10-CA-5[illegible] OFFICIAL EXHIBIT NO. Resp 11

Disposition
Identified
Received ✓
Rejected

In the matter of Dixie Color Printing

Witness

Reporter

MAN IN CHARGE [illegible] ROLLMAN [illegible]

Respondent's Exhibit 12

James R. Gaston, President
Sylacauga International Chapel
Post Office Box 942
Sylacauga, Alabama

March 4, 1965

Mr. Guy Wheeles 203414
601 Spring Drive
Sylacauga, Alabama

Dear Mr. Wheeles:

You are hereby notified that the Sylacauga International Chapel of the International Typographical Union has on March 4, 1965, expelled and fined you $7500.00 for violation of Article V, Section 17 of the International Typographical Union By-Laws, in that you deliberately ratted on the Union and its members.

The above action was by unanimous vote.

Sincerely,

/s/ James R. Gaston
James R. Gaston 203410
President

JRG

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Respondent's Exhibit 13

James R. Gaston, President
Sylacauga International Chapel
Post Office Box 942
Sylacauga, Alabama

March 4, 1965

Mr. Bobby Norred 203424
East Fourth Street
Sylacauga, Alabama

Dear Mr. Norred:

You are hereby notified that the Sylacauga International Chapel of the International Typographical Union has on March 4, 1965, expelled and fined you $7500.00 for violation of Article V, Section 17 of the International Typographical Union By-Laws, in that you deliberately ratted on the Union and its members.

The above action was by unanimous vote.

Sincerely,

/s/ James R. Gaston
James R. Gaston 203410
President

JRG

Respondent's Exhibit 16

Nov. 24, 1964

A few days ago I signed an application, for membership in the I.T.U. I now am withdrawing this application by this letter.

I request that you return this application to me immediately.

/s/ Guy W. Wheeles

Respondent's Exhibit 17-A

Nov. 19, 1964

Mr. J. W. Koessler, Jr.
Greater Buffalo Press, Inc.
302 Grote Street
Buffalo 7, N. Y.

Dear Jack:

Confirming our telephone conversations.

Bill White of the Miami Herald told me they are running well ahead of last year and he expects to go over 500,000 — possibly to 520,000. Ted Gore of Ft. Lauderdale told me they expect to get to 110,000. Jim Couey of Tampa guessed 210,000. West Palm Beach expect to be over 70,000. Jacksonville will not increase too much but St. Petersburg will be about the same as Tampa. Miami News are moving very little. Orlando expects about a 30,000 increase. These increases will bring our work week to well over 168 hours. Keep in mind we will need time to change packing, set rollers, etc. We might be able to do some of this when we are down changing carriages.

As per your instructions we will expect you to move Atlanta Journal, Atlanta Times and Chattanooga. This will relieve us of about 36 hours but if we increase by 15 hours or so on account of the Florida increase, we will be down a net of only 19 hours. It appears to me you will need to take another run or two. Charlotte had a good transportation rate from Wilkes-Barre and this would give us 10 more hours. Let me know.

Sincerely,

/s/ Joseph T. Clinton

Respondent's Exhibit 17-B

The GREATER BUFFALO PRESS Inc.
302 Grote Street * * * Buffalo, New York 14207

Web Press COLOR Printing

November 2, 1964

Mr. Joseph Clinton
Dixie Color Printing Company
908 West Ft. Williams
Sylacauga, Alabama

Dear Joe:

We are very busy and I will be unable to go to Boca Raton. Suggest you contact the Florida papers while there and give me a call. Figure out very carefully what these increases will amount to in press time. We will then arrange to transfer enough of your work to Dunkirk and Wilkes Barre right after Thanksgiving to let you start on the carriages. The least costly to move will be Atlanta newspapers and Chattanooga. Figure on these for a start. We will want to do this work as soon after Thanksgiving as possible so that it can all be back in Sylacauga before we get into Easter commercial work.

Very truly yours,

/s/ Jack
JOHN W. KOESSLER, JR.,
Secretary

JWK,Jr:kj

Respondent's Exhibit 17-C

The GREATER BUFFALO PRESS Inc.
302 Grote Street * * * Buffalo, New York 14207

Web Press COLOR Printing

September 18, 1964

Mr. Joseph Clinton
Dixie Color Printing Company
908 West Ft. Williams
Sylacauga, Alabama

Dear Joe:

We are jammed up with commercial work and running into heavy overtime. We will not be able to give you any relief until the end of November.

Make a reservation at Boca Raton for Mary and me. We will meet you either in Atlanta or Miami. We can visit the Herald, News, Ft. Lauderdale, W. P. Beach, etc. and get an idea what they expect to do this winter and then we will decide what to move out, and when to start the change.

Very truly yours,

/s/ Jack
JOHN W. KOESSLER, JR.,
Secretary

JWK,Jr:kj

Respondent's Exhibit 17-D

September 9, 1964

Mr. J. W. Koessler, Jr.
Greater Buffalo Press, Inc.
302 Grote Street
Buffalo 7, N. Y.

Dear Jack:

We ought to be finished with the carriage in a very few weeks, and if nothing unusual develops, I think we can count on the second or third week in October.

We are now working about 154 hours per week and we are already beginning to get some circulation increases from Florida. I don't have any idea how long it will take us to make an exchange since none of our men have had any experience. Perhaps you should talk to Charlie before you decide how much work to move out.

Sincerely,

DIXIE COLOR PRINTING CORP.

/s/ Joseph T. Clinton

JTC:lad

Respondent's Exhibit 17-E

July 14, 1964

Mr. J. W. Koessler, Jr.
Greater Buffalo Press, Inc.
Buffalo 7, N. Y.

Dear Jack:

We have not gotten very much further with the carriage. We had a lot of routine mechanical trouble and just have not had the men necessary to get this job done. Also, we have people on vacation. We will continue to do the best we can.

Sincerely,

/s/ Joseph T. Clinton
DIXIE COLOR PRINTING CO.

Respondent's Exhibit 17-F

The GREATER BUFFALO PRESS Inc.
302 Grote Street * * * Buffalo, New York 14207

Web Press COLOR Printing

July 8, 1964

Mr. Joseph Clinton
Dixie Color Printing Company
908 West Ft. Williams
Sylacauga, Alabama

Dear Joe:

If at all possible you ought to finish up the carriage in July or early August. You need to exchange and rebuild as many carriages as you can before you get into the winter circulations with the Florida papers and while we have the capacity in Dunkirk and Wilkes Barre to take back some of your work.

Very truly yours,

/s/ Jack
JOHN W. KOESSLER, JR.,
Secretary

JWK,Jr:kj

Respondent's Exhibit 17-G

July 3, 1964

Mr. J. W. Koessler, Jr.
GREATER BUFFALO PRESS, INC.
Buffalo, N. Y.

Dear Jack:

We have done a considerable amount of work on the Mirror carriage. We are well along with the grease system. We had difficulty getting equipment to do the milling for the adapters. Also, we need to mill and bush for the ductor roller shaft. If we have any luck we will be finished and ready for installation in sixty or ninety days.

Sincerely,

/s/ Joseph T. Clinton
DIXIE COLOR PRINTING CO.

Respondent's Exhibit 17-H

The GREATER BUFFALO PRESS Inc.
302 Grote Street * * * Buffalo, New York 14207

Web Press COLOR Printing

June 23, 1964

Mr. Joseph Clinton
Dixie Color Printing Company
908 West Ft. Williams
Sylacauga, Alabama

Dear Joe:

What progress are you making with the New York carriages?

Very truly yours,

/s/ Jack
JOHN W. KOESSLER, JR.,
Secretary

JWK,Jr:kj

Respondent's Exhibit 17-I

April 17, 1964

Mr. J. W. Koessler, Jr.
Greater Buffalo Press, Inc.
302 Grote Street
Buffalo 7, New York

Dear Jack:

We have received the ink carriages. We must do a considerable amount of work on these carriages. We will have to put on the automatic grease system, Alico adapters, new bushings, some new gears, brackets to shorten up the 6" form rollers, etc. As we will be doing this in free time when we have someone available we will start tearing down one carriage only. Then if we get into serious trouble we probably could get by with the other one on a temporary basis.

Sincerely,

DIXIE COLOR PRINTING CORP.

/s/ Joseph T. Clinton

JTC:lad

Respondent's Exhibit 17-J

The GREATER BUFFALO PRESS Inc.
302 Grote Street * * * Buffalo, New York 14207
Web Press COLOR Printing

March 24, 1964

Mr. Joseph Clinton
Dixie Color Printing Company
908 West Ft. Williams
Sylacauga, Alabama

Dear Joe:

As soon as you get the carriages from New York you should make every effort to get one ready as soon as possible.

Very truly yours,

/s/ Jack
JOHN W. KOESSLER, JR.,
Secretary

JWK,Jr:kj

Respondent's Exhibit 17-K

March 10, 1964

Mr. J. W. Koessler, Jr.
Greater Buffalo Press, Inc.
302 Grote Street
Buffalo 7, N. Y.

Dear Jack:

Tom Brennan called me yesterday. Roger says we can use the carriage and they have arranged for two. I understand they also talked to you. This is good news. I asked Roger to look over the electrical control equipment to see if it is anything like ours.

Sincerely,

DIXIE COLOR PRINTING CORP.

/s/ Joseph T. Clinton

JTC:lad

Respondent's Exhibit 17-L

The GREATER BUFFALO PRESS Inc.
302 Grote Street * * * Buffalo, New York 14207

Web Press COLOR Printing

March 4, 1964

Mr. Joseph Clinton
Dixie Color Printing Company
908 West Ft. Williams
Sylacauga, Alabama

Dear Joe:

I have talked to Tom Brennan. He and Roger will go to New York and see Harry Sloan. If Roger thinks we can use the carriages he will make a deal with Sloan or Ben Shulman.

Very Truly yours,

/s/ Jack
JOHN W. KOESSLER, JR.,
Secretary

KWK,Jr:kj

Respondent's Exhibit 17-M

Feb. 27, 1964

Mr. J. W. Koessler, Jr.
GREATER BUFFALO PRESS
Buffalo 7, N. Y.

Dear Jack:

Ever since we had the smashup last July, I have been very much concerned about the condition of our carriages. Roger changed only the gears and bushings that were in very bad condition. We have a few flame-hardened idler gears but many of the others are cast iron. Also, some of the bushings are in very bad shape.

I have been talking to Tom Brennan and Roger. They tell me the Mirror are going to sell their press equipment to Shulman and Roger thinks we can use the ink carriages from the Mirror press. It would be well to investigate this further because if we can get a carriage at a reasonable price we can avoid the mess we got into last July and at the same time this would give us an opportunity to exchange and fix up our ink carriages. Will leave with you to develop further.

Sincerely,

/s/ Joseph T. Clinton

Respondent's Exhibit 18

Nov. 24, '64

Dear Sir:

A few days ago I signed an application for membership in the I.T.U. I now am withdrawing this application by this letter.

I request that you return this application to me immediately.

Sincerely,

/s/ Bobby A. Norred

644

PHONE 32 -458

MAYER Electric Supply Company, Inc. Resp Ex 17

MAYER

WHOLESALE DISTRIBUTORS
P. O. BOX 1910 3200 THIRD AVENUE, SOUTH
BIRMINGHAM, ALABAMA 35205

ELECTRICAL SUPPLIES
AND FIXTURES

DATE	CUSTOMER ORDER NO · JOB NO	INV NO	SHIPPED VIA
12/9/64		7578	

SHIPPED TO (SAME AS SOLD TO UNLESS

SOLD TO

DIXIE COLOR PRINTING
SYLACAUGA, ALA

QTY. ORDERED SAME AS QTY. SHIPPED UNLESS B/O SHOWN	DESCRIPTION	B/O	UNIT PRICE PER	DISC %	AMOUNT
1000	500 THW WIRE		NO CHARGE		NOCHARGE
500	1/0 THW WIRE		NO CHARGE		NO CHARGE

SUB TOTAL	CASH DISC	SALES TAX AMOUNT	MISC. CHARGE (NOT SUBJECT TO TAX)	INVOICE TOTAL

CASH DISCOUNT OF ↑ ALLOWABLE
IF PAID BY 10TH PROX

ALL INVOICES DUE 10TH OF MONTH FOLLOWING DATE OF PURCHASE
ALL CLAIMS FOR WHICH WE MAY BE RESPONSIBLE MUST BE MADE IN 10 DAYS
SUBJECT TO PRICE AT TIME OF SHIPMENT DO NOT RETURN GOODS WITHOUT PERMISSION

NATIONAL LABOR RELATIONS BOARD

Docket No. 10 CA 3942 OFFICIAL EXHIBIT NO. Resp 19

Disposition
Identified
Received ✓
Rejected

In the matter of Dixie Color Printing
Date 4-27-65 Witness Heston Reporter

No. Pages 1

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is Memorandum is an acknowledgment that a Bill of Lading has been issued and is not the Original Bill of Lading, nor a copy or duplicate, covering the property named herein, and is intended solely for filing or record.

Resp Ex 1589
Shipper's No.

645
Carrier ______ Carrier's No. ______

subject to the classifications and tariffs in effect on the date of the receipt by the carrier of the property described in the Original Bill of Lading.

YLACAUGA, ALABAMA November 23, 1964 from DIXIE COLOR PRINTING CORP.

[illegible]

igned to MAYER ELECTRIC COMPANY 3200 Third Avenue, South
(Mail or street address of consignee—For purposes of notification only)

ation Birmingham State Alabama County ______

ery Address* ______
(*To be filled in only when shipper desires and governing tariffs provide for delivery thereat)

ering Carrier Daggett Car or Vehicle Initials ______ No. ______

No. Packages	Kind of Package, Description of Articles, Special Marks and Exceptions	Weight (Sub. to Cor.)	Class or Rate	Check Column
	BDLS. MAGAZINES-PARTS			
	BDLS. PTD. NEWSPRINT CIRC.			
	BDLS. BOOKS NOI WITH FLEXIBLE PAPER COVERS			
	BDLS. NEWSPAPER SUPPLEMENTS			
2	Spools Wire	2009		

Subject to Section 7 of Conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

______
(Signature of Consignor)

If charges are to be prepaid, write or stamp here, "To be Prepaid."

PREPAID

Received $ ______
to apply in prepayment of the charges on the property described hereon.

______
Agent or Cashier

Per ______
(The signature here acknowledges only the amount prepaid.)

Charges Advanced:
$ ______

shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight."

Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.

agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding
______ per ______

fibre boxes used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of Uniform Freight Classification.

's imprint in lieu of stamp; not a part of bill of lading approved by the Interstate Commerce Commission.

IE COLOR PRINTING CORP. Shipper, Per J. CLINTON Agent, Per ______ 4

address of shipper. P. O. BOX 208, SYLACAUGA, ALABAMA

NATIONAL LABOR RELATIONS BOARD
Docket No. 10CA5844 OFFICIAL EXHIBIT NO. Resp 20
Disposition
Identified ______
Received ✓
Rejected ______
In the matter of Dixie Color Printing
Date May-3-4 Witness Horton Reporter ______
No. Pages 1

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Resp Ex 21

Baggett 646 TRANSPORTATION COMPANY

2 SOUTH 32ND STREET
BIRMINGHAM 5, ALABAMA
GENERAL OFFICE

PHONE FA-2-6501

01- 767324

"DON'T MARK IT — JUST TAG IT" Baggett

FROM

TO MAYER ELECTRIC CO

~~[illegible]~~

DATE

BHAMALA 10012//8/64 2

~~[illegible] ALA [illegible]~~

TRAILER | WAYBILL DATES, NUMBERS AND POINTS OF TRANSFER OF ALL PREVIOUS CARRIERS (I.C.C. RULING)

PIECES	DESCRIPTION, MARKS AND EXCEPTIONS	WEIGHT	RATE	CHARGES
2	REELS [illegible] WIRE SHO A [illegible]	2000	78	1566 PPD

5

COLLECT | PAY

RECEIVED THE PROPERTY DESCRIBED ABOVE, IN GOOD CONDITION EXCEPT AS NOTED ON THE FACE AND BACK HEREOF.

THIS BILL MUST BE PAID WITHIN 7 DAYS

TOTAL DUE

CONSIGNEE Hugh Hickey BY __________ DATE __________

NATIONAL LABOR RELATIONS BOARD

Docket No. 10CA5[illegible] OFFICIAL EXHIBIT NO. Resp 21

Disposition
Identified
Rejected ✓
Received

In the matter of Dixie Color Printing

Date [illegible] Witness Hettler Reporter [illegible]

No. Pages 1

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Respondent's Exhibit 22

WEEK OF NOV. 30th, 1964

Shift	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Hickey	8-4:30	8-4:30	8-4:30	8-4:30	8-4:30	OFF	
Pullen	OFF	8-4:30	8-4:30	8-4:30	10-6:30	8-4:30	
Clifton	8-4:30	OFF	OFF	OFF	OFF	10-6:30	

WEEK OF DEC. 7th, 1964

11-7 Shift	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Hickey, H.	8-4:30	OFF	8-4:30	8-4:30	10-6:30	8-4:30	
Pullen, R.	OFF	8-4:30	8-4:30	8-4:30	8-4:30	10-6:30	
Clifton	OFF	8-4:30	OFF	OFF	OFF	OFF	

Respondent's Exhibit 23

WEEK OF NOV. 30th, 1964

11-7 Shift	Monday 11/30	Tuesday 12/1	Wednesday 12/2	Thursday 12/3	Friday 12/4	Saturday 12/5	Sunday 12/6
Hickey	OFF	M/C	M/C	M/C	7-3	OFF	OFF
Grant	M/C	OIL	OIL	OIL	OFF		
Allen	OIL	RM	RM	RM			
Norred	RM	DM	DM	DM			
Graham	DM	DM	DM	DM			
Jackson	DM	DM	OFF	OFF			
Blankenship	DM	OFF					
7-3 Shift							
Wheeles	M/C	M/C	M/C	M/C	OFF	OFF	OFF
Nickolson	OIL	OIL	OIL	OIL			
Raughton	RM	RM	RM	RM			
Bryant	DM	DM	DM	DM			
Gaston	DM	DM	DM	DM			
Ogle	DM	OFF	OFF	DM			
3-11 Shift							
Thomas	M/C	M/C	M/C	M/C	OFF	OFF	OFF
Reese	OIL	OIL	OIL	OIL			
Osbourn	RM	RM	RM	RM			
Mizzell	DM	DM	DM	DM			
Lawler	DM	DM	DM	DM			
Williams, D.	DM	OFF	OFF	DM			
EXTRA:							
Dees, J.							
Smith, G.							
Smith, T.							
Wilemon							

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Respondent's Exhibit 24

WEEK OF DEC. 7th, 1964

11-7 Shift	Monday 12/7	Tuesday 12/8	Wednesday 12/9	Thursday 12/10	Friday 12/11	Saturday 12/12	Sunday 12/13
Hickey	OFF	M/C	M/C	M/C	M/C	M/C	OFF
Reese		OIL	OIL	OIL	OIL	OIL	
Osbourn		R/M	RM	RM	RM	RM	
Mizzell		DM	DM	DM	DM	DM	
Lawler		DM	DM	DM	DM	DM	
Williams, D.		DM	DM	DM	OFF	DM	
7-3 Shift							
Wheeles	M/C	M/C	M/C	M/C	M/C	OFF	OFF
Grant	DM	OIL	OIL	OIL	OIL		
Allen	DM	RM	RM	RM	RM		
Norred	DM	DM	DM	DM	DM		
Graham	OFF	DM	DM	DM	DM		
Jackson	OFF	DM	DM	DM	OFF		
3-11 Shift							
Thomas	7-3 DM	M/C	M/C	M/C	M/C	OFF	OFF
Nickolson	7-3 DM	OIL	OIL	OIL	OIL		
Raughton	OFF	RM	RM	RM	RM		
Bryant		DM	DM	DM	DM		
Gaston		DM	DM	DM	DM		
Ogle		DM	DM	OFF	OFF		
EXTRAS: Blankenship							
Dees							
Smith, G.							
Smith, T.							
Williams, D.							

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TRIAL EXAMINER'S DECISION

Statement of the Case

This proceeding, with all parties represented by counsel, was heard before Alba B. Martin, the undersigned Trial Examiner, in Sylacauga, Alabama, on April 27-30, 1965, on complaint of the General Counsel and answer Dixie Color Printing Corp., Respondent herein.[1] The issues litigated were whether Respondent violated Section 8(a)(1), (3) and (5) of the National Labor Relations Act, as amended, 29 U.S.C. Sec., 151, _et seq_., herein called the Act. After the hearing all parties filed helpful briefs which have been carefully considered.[2]

Upon the entire record and my observation of the witnesses, I hereby make the following:

Findings and Conclusions

I. The business of the Respondent

Respondent, an Alabama corporation maintaining its office and plant at Sylacauga, Alabama, is engaged in the printing, sale and distribution of nationally syndicated newspaper comics. During the calendar year 1964, a representative period, Respondent sold and shipped products valued in excess of $200,000 directly to customers located outside

---

[1] The charge was filed by the Union on December 14, 1964, and served on Respondent on December 15, 1964.

[2] After the hearing the General Counsel and Respondent filed motions to correct the record in certain respects. Respondent opposed some of the General Counsel's proposed changes. The General Counsel's motion is in the original exhibit file as Trial Examiner's exhibit 1. Respondent's reply and motion to correct record is Trial Examiner's exhibit 2. Upon consideration all of the General Counsel's suggested changes are hereby made except the second suggestion for Volume 1, page 31, line 9, and the suggested change of Volume 2, page 209, line 2. All of Respondent's proposed changes are hereby made except Vol. 1, page 141, line 4. In addition the following corrections in the transcript are hereby made: Volume 2, page 20, line 20, change "Trial Examiner" to "(By Mr. McHugh)"; Volume 4, page 179, line 8, change "John Clinton" to "Joseph T. Clinton."

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the State of Alabama. Respondent is engaged in commerce within the meaning of Section 2(6) and (7) of the Act.

Respondent is a wholly owned subsidiary of the Greater Buffalo Press, Inc., of Buffalo, New York, which also has other wholly owned subsidiaries in several parts of the country through which it does business.

II. The labor organization involved

International Typographical Union, herein called the Union, is and has been at all times material herein a labor organization within the meaning of Section 2(5) of the Act.

III. The unfair labor practices

A. The issues

The main issue presented here is whether Respondent acted in good faith in insisting on an election before granting recognition and bargaining. The law is well settled that an employer may in good faith insist upon a Board election as proof of a union's majority, but that it unlawfully refuses to bargain if its insistence on such election is motivated not by any bona fide doubt as to a union's majority but rather by the rejection of the collective-bargaining principle or by a desire to gain time within which to undermine the union.[3/] It is also well settled that "there is no absolute right vested in an employer to demand an election."[4/] The question here is one of fact, whether Respondent's refusal to recognize and bargain with the Union was motivated by a good-faith doubt or by the rejection of the collective-bargaining principle or a desire to gain time within which to undermine the Union.

[3/] Joy Silk Mills, Inc., 85 NLRB 1263, enfd., 185 F.2d 732 (C.A.D.C.), cert. denied 341 U.S. 914.

[4/] N.L.R.B. v. Wheeling Pipe Line, Inc., 229 F.2d 391, 393 (C.A. 8); Snow and Sons, 134 NLRB 709, enfd., 308 F.2d 687 (C.A. 9). N.L.R.B. v. Taitel & Son, 261 F.2d 1 (C.A. 7). N.L.R.B. v. Decker Truck Lines, 296 F.2d 338, 341 (C.A. 8).

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At issue also is whether Respondent independently violated Section 8(a)(1) of the Act by interrogations, promises of benefit, and threats of reprisal; and whether Respondent violated Section 8(a)(5), (3) and (1) by unilaterally reducing the hours of employment after the Union became the bargaining agent.

B. Self-organization of the employees, and Respondent's refusal to recognize the Union

The record thoroughly established that the impetus to find and join a union came from the employees themselves and that an overwhelming majority of the employees desired collective bargaining rather than individual bargaining with their employer. Pursuant to this initiative employee Robert Gaston called on the president of the Alabama Central Labor Council in Birmingham, Alabama, who referred the matter to Donald M. McFee, the representative of the Charging Union, the International Typographical Union. McFee got in touch with Gaston and met with 17 of Respondent's employees, including those of its head pressman, in a town near Sylacauga on October 25, 1964.[5] McFee credibly testified that those present filled out authorization cards authorizing the Union to represent them in collective bargaining with their employer concerning wages, hours and working conditions. The entire record, including McFee's demeanor as a credible witness, the employees' signatures on and the statements on two petitions, the employees' participation in the strike, Plant Manager Clinton's failure to examine the cards when invited to on November 23, and Respondent's failure in both of its letters to McFee to question employee signatures on cards, guarantees the trustworthiness of the conclusion, which I reach, that authorization cards were signed. Those present at the meeting also signed a petition (the first petition) addressed to the Company.

By the 23rd of November, 24 of the Company's 38 workmen, a vast majority, in the entire plant and in the unit found appropriate below, had signed the petition and on that day the Union's representative, McFee, presented the petition and a written request to bargain to Respondent's plant manager, Joseph T. Clinton. Their conversation is considered below. The request read as follows:

---

[5] Except as otherwise indicated all events herein occurred in 1964.

> Please be advised that the International Typographical Union, affiliated with the American Federation of Labor-Congress of Industrial Organizations, has been authorized in writing by a substantial majority of the employees in your firm who perform work in the production department to represent them for the purpose of collective bargaining of wages, hours and working conditions. The production department operations include all production work in the press room, stereotype room and mailing room (shipping). All journeymen and apprentices employees performing the above described work are included in the collective bargaining group represented by the International Typographical Union.
>
> We are prepared to meet promptly with you and your associates for the purpose of negotiating an acceptable labor-management contract covering wages, hours and working conditions for the employees of your firm as above set forth.
>
> The International Typographical Union has been in existence since 1852. It enjoys a well-merited reputation as a responsible and highly -esteemed trade union composed of 115,000 highly skilled printing craftsmen. The many hundreds of subordinate unions of the ITU maintain contractural relations with thousands of fair-minded employers in the printing and publishing industry in the United States and Canada.

The petition, signed by 24 employees and addressed to Clinton, read as follows:

> We, the undersigned production employees of the Dixie Color Printing Corp. who perform work in the production department of the color comics printing operations, have designated the

> International Typographical Union in writing to represent us in negotiations for the purpose of collective bargaining for wages, hours and working conditions.
>
> Since we constitute a substantial majority of all production employees performing work in the press room, stereotype room and mailing room, which is the production department, we, therefore, request that the Dixie Color Printing Corp. recognize the International Typographical Union as our bargaining representative.

On Monday, November 23, Union Representative McFee and two employees called upon Clinton and presented the Union's written request to bargain, set forth above, and the first petition, set forth above. McFee stated that a substantial majority of the production department employees had requested the Union to represent them. When Clinton questioned the Union's majority McFee offered to let Clinton compare the authorization cards with their signatures against the Company's payroll records, provided that if the Union represented a majority the Company would recognize and bargain with the Union. Clinton did not accept this offer. McFee offered to agree to an election conducted by a minister, a public official, or by Clinton himself or anyone of his selection, provided that the Union have an observer and that the Company agree to recognize and bargain with the Union if the Union won. Clinton declined this offer. McFee offered a non-secret election by separation of the voters; the voters would all stand at one side and those in favor of the Union would step over to the other side. Clinton declined this offer. McFee offered to consent to an election to be conducted by the Board. Clinton declined this offer also. During the meeting Clinton raised no question as to the appropriateness of the unit or as to the inclusion of head pressmen in the unit. Clinton said that he would telephone his superiors in Buffalo, New York (the office of the parent company which owns 100 percent of Respondent) and would see the union representatives the following day before noon.

The following day Clinton got in touch with McFee, told him he had been in touch with Buffalo and had been instructed to forward what the Union had given him; that he had mailed the information to Buffalo and that the Company would get in touch with the Union later. Clinton did not verbally disagree when McFee reiterated that the Union represented a majority in an appropriate unit, and that the Union represented a majority in the whole plant even if Plant Manager Clinton were included in the unit.

On or about December 1 Plant Manager Clinton sent to McFee's home address in Cary, North Carolina, a letter replying to the Union's November 23 request to bargain. Not having heard from Clinton, and not having received this letter and not knowing of its existence, on December 3 McFee went to Clinton's office in Sylacauga, was told by Clinton that a letter had been mailed to him. Clinton refused, upon request, however, to divulge the nature or contents of the letter. That night, before McFee had received it, Respondent posted Clinton's reply letter on the plant bulletin board. It read as follows:

> We have had an opportunity to study and analyze your letter of November 23, 1964, in which you claim to represent a substantial majority of our employees in the Press Room, Stereotype Room, and Mailing Room.
>
> It is our opinion that the unit which you have requested is not appropriate for the purposes of collective bargaining. We are unwilling to recognize your union unless and until the appropriate unit has been determined by the National Labor Relations Board.
>
> We have a good faith doubt of your claim. We have been advised that a number of the employees whose names appear on the petition do not wish to be represented by your union and we understand that a number of other signatures authorizing your union to represent them were obtained through coercion and intimidation. In view of this situation, we are unwilling to agree that your union represents even a

> substantial number, much less a majority, of our employees in any appropriate unit.
>
> For these reasons among others we will insist that an election be conducted by the National Labor Relations Board after the appropriate unit has been determined before we will recognize your union as the representative of a majority of our employees.

The following night, December 4, at a meeting called by McFee, 24 employees signed another petition (the second petition) addressed to the Respondent. On December 8 McFee sent Plant Manager Clinton the following letter:

> This will acknowledge your letter dated December 1, 1964, in which you stated that you were unwilling to recognize the International Typographical Union until such time as an election was conducted by the National Labor Relations Board among your employees. More specifically, you expressed a doubt as to our majority status and you expressed a doubt as to the appropriateness of the union in question.
>
> While we do not feel that the doubt you express is justified in any respect, we are enclosing a second petition which has been executed by a majority of your employees. This petition was signed freely and voluntarily by these employees in my presence on Friday, December 4, subsequent to your statement questioning our majority status.
>
> Once again we request that you recognize and bargain with the International Typographical Union as the collective bargaining representative of all of your production department employees excluding office clericals, janitors, guards, supervisors as defined in the Act, and all other employees. This clearly is an appropriate unit for bargaining.
>
> We are prepared to meet promptly with you and your associates for the purpose of negotiating an acceptable

labor-management contract covering wages, hours and working conditions for the employees of your Company as set forth above. Therefore, please contact us immediately so that we may make arrangements for negotiations.

Looking forward to early and amicable negotiating meetings, I am,

Enclosed with this letter was the second petition addressed to Clinton and reading as follows:

> In reply to your statement in a letter posted on the Dixie Color Printing Corp. bulletin board on December 3, 1964, concerning the majority status of the company production employees desiring to be represented by the International Typographical Union:
>
> We, the undersigned production employees of the Dixie Color Printing Corp., who perform work in the production department of the color comics printing operations, have designated the International Typographical Union in writing to represent us in negotiations for the purpose of collective bargaining for wages, hours and working conditions.
>
> Since we constitute a substantial majority of all production employees performing work in the pressroom, stereotype room and mailing room, which is the production department, we, therefore, request that the Dixie Color Printing Corp. recognize the International Typographical Union as our bargaining representative.

On Monday, December 14 Plant Manager Clinton sent McFee the following reply letter:

> In reply to your letter of December 8, 1964, we have received no facts which would cause us to change the position we set forth in our letter of December 1, 1964.

> In order that the questions raised in our letter can be settled at the earliest possible time, we again suggest that you file a representation petition with the National Labor Relations Board. If you do this, we assure you that we will cooperate in every way toward having an early election.

This letter had not reached McFee's home in North Carolina by the night of December 15.

Twenty-six employees, all who had signed the second petition,[6] plus three head pressmen, and all but two of those who had signed the first petition, struck early in the morning on December 16, and all but two[7] continued on strike and took their turn at picketing at least until the hearing herein the last week in April 1965. This was strong evidence of majority employee support of the Union and the strike. Yet Plant Manager Clinton testified at the hearing that he still believed some of the striking employees wanted to get out of the Union.

C. An appropriate unit

The record showed that an appropriate unit in Respondent's plant consists of all production and maintenance employees, including pressroom employees, stereotype and plating room employees, and mailing room (shipping) employees, but excluding the janitors and the other customary exclusions. There are approximately 34 employees in this unit. This is a skilled craft unit consisting of those charged with preparing for and making and shipping Respondent's final product, the comic sections for Sunday newspapers. The parties stipulated that the shipping employees should be included.

From the mattresses, which came to Respondent from the Buffalo plant, stereotype plates are cast and cut down to size; they are then

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[6] Lavender signed the second petition but quit Respondent's employ before the strike.

[7] These two got jobs and worked full time elsewhere.

"cut in to register." They are "split and run." Then "routers" take away dead metal left on the plates. Then the plates are nickeled, grouped and dovetailed and cut down some so the plates can take in rubber titles and coupons for ads. After "changes" are "dropped in" the ads are proofread and the plates are put on shelves (the library) until a "newspaper run" is to be made up to go into the pressroom. Then the plates are removed from the shelves, are put in order according to folios to be run, and are then ready for the pressroom.

The above work is done in one large room sometimes referred to by employees as the stereotype room or the stereotype room and the library. Some six employees work in this room and do all this work, four stereotypers and two platers. Respondent speaks of two departments under two foremen, the stereotyping department under Gene Leslie, and the plating department under Frank Foster. The work and employees in this entire room are closely related to each other and the Union's language in its petitions and demand letters to the Company clearly referred to the entire room. Of note is that in its refusal letters Respondent did not suggest that it had any doubt of what the Union meant when it used the description, "production department," and "stereotype room." Further, Respondent stipulated that all six employees in this room should properly be included in an appropriate unit.

The mean in the pressroom, working six or seven to a shift on three shifts (7 to 3, 3 to 11, 11 to 7) perform their several functions according to a written job description, one man per shift as man-in-charge (sometimes called head pressman), oiler, rollman, and several fly boys or delivery men. These employees work on the one big press and obviously have a strong community of interest with each other and with the employees who make and prepare the plates. The parties stipulated that all pressroom employees (except head pressmen) 19 in number, should properly be included in an appropriate unit.

The four head pressmen should be included in the appropriate unit because the entire record proved that they were not supervisors within the meaning of the Act. They were hourly paid and punched the timeclock. They were young men Respondent had trained for this plant and they were never given the authority of supervisors and were never told they were supervisors until, in the middle of the union activities on December 1, Plant Manager Clinton wrote and read each of them before a witness a letter to that effect. The entire record established that this letter, set forth in the footnote,[8] was an effort to undermine the Union rather than a bona fide effort to neutralize Respondent under the Act. If Respondent had in good faith wished to neutralize itself it would have informed the employees that the head pressmen were not speaking for the Company in any union activity in which they were engaging. In the light of the entire record this threat to the job security of the head pressmen because of their Union activity was a violation of Section 8(a)(1) of the Act. Appraised most charitably this letter was an implied admission that Respondent knew it had not theretofore made these four employees (and employees generally) aware that they were supervisors. The record supports the accuracy of this inference.

When they went to work on the press each of the 23 pressmen, including the 4 head pressmen, was given a 6-page document called "rules for operating press 2022." These rules set out in specific detail the duties of each pressman on the press, and left little room for the exercise by the head pressman or man-in-charge of any independent judgment.

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[8] The letter read as follows:

> Under the terms of the Taft-Hartley Act, you are a supervisor and a representative of management. As a representative of management, you may not take any part whatsoever in union activities or union affairs. If you take part in such activities, you will be subjecting the Company to charges before the National Labor Relations Board.
>
> I want to instruct you at this time that you must not do anything whatsoever which would in any way subject our Company to any kind of charges before the National Labor Relations Board. If you do so, it will be necessary for me to take disciplinary action against you up to and including discharge. If you have any question about this instruction, I want you to ask it at this time. If you have no question, I will expect to carry out this instruction.

Each pressman, including the head pressman, performed their duties under the rules, mostly manual, routine, duties, and, as the record thoroughly established, whenever any special problem arose involving the men or the machine Horton or Clinton or Chief Electrician Holmes was called upon to solve it. Although the man-in-charge was said in the rules to have all employees working on the press "under his authority," the entire record established that the pressmen regarded the head pressmen more as leadmen than supervisors, and that in fact head pressmen were never given and never exercised the authority of supervisors as defined in the Act.

The record proved that the pressmen as a group, including the head pressmen, regarded Horton as their foreman and that head pressmen refer all matters, except routine ones, to Horton for decision. Thus any time of night whenever he was in town they had orders to and called Horton to get a replacement for a pressman who was ill or failed to show up, or when they needed someone to help unload a truck. If Horton was unavailable, they called Plant Manager Clinton. After Clinton read the December 1 letter to John Nickolson, a head pressman, Nickolson asked if his duties would be changed. Clinton replied "No" and added "If there is a fire, call the fire department." As the head pressmen always had called Horton or Clinton when any unusual or unroutine problem arose, this Clinton language meant that they were to continue to do so and that they had no power of authority to solve it themselves.

The head pressmen physically work along with the other pressmen during their shifts. They set the ink by adjusting the keys on the ink fountain and thereafter repeatedly check the color and make fountain adjustments as they are required. They "register" copies for each page, i.e., they adjust the plates so that the color is proper and in correct location. The head pressmen pull out proof copies and make necessary adjustments. They regularly check the various mechanical devices on the press, and whenever they are able to, make repairs to insure their proper functioning. In addition, the head pressmen physically assist the other crewmen on the press in performing their jobs as the occasion arises.

Assignment of employees is made weekly by a work schedule posted on the bulletin board. This was made out by Horton until Clinton took it over the first week in December, as is seen below. Head pressmen are not consulted in scheduling the employees, and in fact do not know certainly what shift they themselves will be on or what days they will work from week to week until they read it on the bulletin board. Head pressmen rotate on shifts, and do not always work with the same crew. Upon occasion, as during the week beginning December 7 when Clinton made out the schedule, Head Pressman Nickolson was reduced to oiler and was paid oiler's wages (which were less than head pressman's wages), and Head Pressman Thomas was reduced to delivery man and reduced in pay accordingly, without being consulted about the change. It is unlikely that Nickolson and Thomas would have been thusly treated if Respondent had regarded them as supervisors. This system of scheduling was one of the grievances which led the employees, including the head pressmen, to seek union assistance.

Head pressmen have no authority and have never exercised any authority to hire or fire or effectively to recommend hiring or firing. They have no authority and have never exerted any authority to transfer, lay off, promote, or discipline employees or effectively recommend such action. They do not have authority to grant time off or to assign overtime. Overtime is assigned by Horton, who signs a slip authorizing it. Head pressmen are not consulted in scheduling the jobs to be run. This bypassing of head pressmen in the making of all decisions affecting the pressmen is incompatible with any claimed delegation to direct the work of employees. See Lampcraft Industries, Inc., 127 NLRB 92, 94-5.

Other evidence that Respondent did not regard head pressmen as supervisors are the facts that the working conditions and fringe benefits of head pressmen were more nearly the same as those of employees and different from the fringe benefits of stipulated supervisors. Thus head pressmen and employees worked 37 1/2 hours per week while the supervisors were guaranteed a 48-hour week with a minimum of 8 hours overtime. Head pressmen were covered by company-paid life insurance in the amount of $1,000 whereas the amount of the stipulated supervisors was $20,000 partially paid by the Company. Hospitalization insurance of hourly paid employees including head pressmen did not include major medical coverage, whereas the supervisors' did. Hourly employees, including head pressmen, were not paid for any time lost due to illness, but supervisors were. Hourly employees, including head pressmen, did not receive a Christmas bonus of money, whereas the supervisors did.

The Respondent contended that it would not leave an expensive piece of equipment like the press during the night and midnight shift (Horton's normal hours were 8 to about 5) in charge of somebody who was not a supervisor. But it is possible, as in this situation, for men to be responsible workers taking care of the press, without being supervisors as defined in the Act. The record proved that here there were no disciplinary problems and no irresponsible pressmen. Indeed, Respondent's pressmen were all high type young workers. Horton, Clinton, and Holmes were subject to call and were called in emergencies. Under these circumstances Respondent would not necessarily have a head pressman on duty at night with any more authority than he would have on the day shifts, which was the authority of a leadman, not a supervisor. The entire record proved, as has been seen above, that the head pressmen did not have the authority of supervisors under the Act, and the head pressmen on duty after 4 p.m. had no more authority on their shifts than they had on the 7 a.m. to 3 p.m. shifts when Horton and Clinton were in the plant and closer at hand. Cf. Woodman Co., Inc., 119 NLRB 1785, 1787.

Respondent urged as evidence they were supervisors the fact that head pressmen make out reports and sign their names on the oiler's report and the rollman's report. Sometimes these names are signed opposite the printed word "foreman." Although this is some indication of supervisory status, the overwhelming preponderance of the evidence is, as has been seen above, that the head pressmen were not supervisors as defined in the Act. Further, the record showed that they signed the other pressmen's reports routinely and without inspecting the other men's work. Nickolson credibly testified that most of the time the oiler signs Nickolson's name as well as his own on the oiler's report. Thomas credibly testified that he signed the rollman's report only occasionally and that he has never been reprimanded for failing to sign such a report.

I find upon the entire record that the head pressmen did not meet the statutory standards of responsible direction requiring the use of independent judgment, and that rather they performed the functions of a more experienced worker to one with less experience. They should therefore be included in the unit with the other employees. Cf. Sanborn Telephone Company, Inc., 140 NLRB 512, 515; The Mead-Atlantic Paper Company, 123 NLRB 306, 309-10.

Respondent would include and the General Counsel and the Union would exclude the three janitors. The janitors clean up the locker room, clean and wax the floors, clean up shavings in the stereotype room, mop the floor in the pressroom and the ink spots on it, and bundle the waste paper against the wall. They also empty and clean the drip and grease pans of the press. Upon occasion they also washed Plant Manager Clinton's car, drove his children to and from school, and did yard work around the plant. They are paid less than half of what the pressmen earn. Sometimes, when the pressroom is cluttered, they assist in moving with a tow-motor the finished comics from the pressroom into the shipping department. It is clear that they are not skilled employees and that they do not do maintenance work, such as repairing, adjusting, and tending to the press and other machines, and such as electrical work. The janitors are unskilled employees whose principal function is housekeeping work having no close community of interest with the skilled craft group which comprises an appropriate unit in this plant. For all of these reasons the janitors are excluded from the unit. See Sarasota Herald Tribune and Journal, 111 NLRB 654. Respondent contended but failed to prove that the Union would not accept or represent the janitors because they were

Negroes. Even if the janitors were to be included, the Union's failure to include them in the requested unit was only a minor variance and cannot vitiate a bargaining order. See Galloway Manufacturing Corporation, 136 NLRB 405, enfd. 312 F.2d 322; Ivy Hill Lithograph Company, 121 NLRB 831; United Butchers Abattoir, 123 NLRB 946; Delight Bakery, Inc., 145 NLRB 893, 908; Sabine Vending Co., Inc., 147 NLRB 1010, 1011. These cases also apply to the variance between the Union's requested production unit and the production and maintenance unit found herein. Of note is the fact that there are only two maintenance employees in the unit, Frank Horton and Lavender. Respondent knew the Union included Lavender in its claimed unit because Lavender signed the second petition which was in Respondent's possession.

D. The Union's representation of a majority in the appropriate unit

As of November 23 when the Union first requested recognition, those included in the unit found appropriate herein consisted of stereotypers Sanford, C. Bryant, Brown, and Kirk; plating employees David Williams and Carden; head pressmen Hickey, Wheeles, Thomas, and Nickolson; pressmen Grant, Allen, Reese, Raughton, Osbourn, Norred, B. Bryant, Mizzell, Gaston, Graham, Jackson, Lawler, Ogle, Dura Williams, Blankenship, Dees, G. Smith, T. Smith, and Wilemon; shipping employees H. Hickey, Pullen, and Clifton; and maintenance employees F. Horton, and Lavender. Thus there were 34 employees in the appropriate unit on November 23. All of these except Sanford, C. Bryant, Brown, Kirk, David Williams, Carden, Grant, Pullen, F. Horton and Lavender signed the first petition.

Following Plant Manager Clinton's effort to undermine the Union by reading a letter to each of the head pressmen, as related above, the employees signed the second petition to show that they were not coerced into signing the first petition by the head pressmen or anybody else; and the head pressmen refrained from signing the second petition. The second petition was signed by all those who signed the first except the four head pressmen who had signed the first: G. Hickey, Nickolson, Wheeles, and Thomas. In addition four employees signed the second petition who had not signed the first: Sanford, Kirk, Carden, and Lavender.

Thus when the Union made its two demands to bargain and presented the two signed petitions to the Company the Union represented 24 in an appropriate unit of 34, an overwhelming majority.

E. Hostility, interrogations, threats

1. Upon his return from a short trip to Florida, on Friday, November 20, Plant Manager Clinton received a telephone call from a local businessman and former mayor of Sylacauga, Joseph Dark. Only Clinton testified about this conversation, as Dark was not called as a witness. According to Clinton, it was 4 p.m. and Dark asked him to come down to his office at Dark's place of business. Clinton did so, and when he arrived Dark allegedly told him that he had heard there was much grumbling by pressmen at Respondent's plant about working on Sundays and not being paid overtime for Sunday and holiday work. Clinton incredibly testified that Dark did not mention anything about a union being in the picture. This was incredible because the employees had made it clear to the union representative at their first meeting, verbally and by signing the first petition addressed to Plant Manager Clinton, that the employees wanted their union activity to be in the open and wanted Clinton to know of their identity with the Union. If employees were talking down town, they were certainly not hiding their affiliation with the Union. Clinton's testimony was incredible further because no reason appears why a former mayor would not tell Clinton over the telephone about some grumbling in his plant rather than ask him to come to his office to hear that news. It was incredible further because it is the Board's experience that businessmen and city officials sometimes ally themselves to defeat a union incursion in their midst but do not do so merely because there is grumbling in a plant. Because of this and other clearly incredible testimony, and his treatment of his employees in this matter, Plant Manager Clinton did not impress me as a completely credible witness.

Upon his return to his plant, Clinton instructed his next in command, Leck Horton,[9] to find out what the complaining was about. "Union" was allegedly not mentioned, but this is unbelievable under all the circumstances of this case.

Pursuant to these instructions, during the night hours of Friday, November 20, and the early morning hours of Saturday, November 21, Horton went to the plant when he was not normally on duty, in street clothes, summoned or sought out seven employees one at a time, and engaged them in conversation during their working hours, some of them in lengthy conversation.

According to the credited testimony of Gene Graham, a credible witness, at about 10:30 that night Horton told him in substance that he wanted to talk to him about this union business. Then after preliminary questions Horton asked Graham why he wanted the Union. After getting Graham's answer Horton asked what were the men's gripes. Graham replied that "I don't like to work straight time on Sunday." Horton said that that was the only thing "you have been abused on," and then asked, "do you think if this was corrected it would stop the Union?" Graham replied in the negative. Then Horton said that Plant Manager Clinton and he had decided to have a committee represent the employees in monthly meetings with Horton and Plant Manager Clinton, the committee to be composed of one man from each of the three shifts. Horton added, "no one will pay union dues, and everybody would be happy." When Horton asked Graham if he thought that would work, Graham replied that he did not. Repeatedly during this conversation Horton hung his head down and said he "wished we would call this thing off."

That night between 10 and 11, according to the credible and credited testimony of Harmon Allen, who impressed me as a credible witness,

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[9] Horton was referred to in the evidence as foreman over the pressroom and as superintendent of the plant. Resolving the matter is not necessary to solving the case. It is not questioned that Respondent is responsible for Horton's acts and statements.

Horton asked Allen "what was this stuff he had been hearing about the Union" and said that he had heard "ya'll have gone union." Then Horton asked "well, is there anything that you know we can do to stop it?" Allen replied in the negative. Horton then asked if a gripe committee "would work," a committee composed of one representative from each shift "to counsel with us." Allen replied in the negative. Horton then asked if one of the biggest gripes was Sunday work.

That night around 10:30, according to the credited testimony of Grover Blankenship, a credible witness, Horton called him off to the side of the pressroom and said that "this took me by complete surprise. It all hit me right in the face." Then Horton asked why the men were dissatisfied. In substance Blankenship replied that the men were dissatisfied because of the Sunday work, because of the way the work was scheduled, and because of the Company's practice of calling men to work during their off hours without paying them overtime to take over for men who were sick. Then Horton asked if the men would be satisfied if the Company eliminated Sunday work and had a representative from each shift meet with Mr. Clinton once a month to work out their problems. Blankenship replied that the men would not be satisfied by this arrangement.

Employee Oscar Raughton credibly testified that at about 12:30 to 12:45 a.m. on the morning of November 21, when he was working on his job as a pressman, Horton asked him to go into the plant cafeteria and there engaged him in conversation for about 30 minutes. As to the other employees, Horton asked Raughton what the men's problems were. Raughton replied that he thought working conditions in general were the biggest problem. Horton asked if Raughton thought the biggest problem was Sunday work and whether, if Horton could get Sunday work eliminated or paid by double time, this would solve the men's problems. Raughton replied that he did not think this would solve the problem at that time. Twice during the conversation Horton asked if Raughton thought the men could get a committee together to meet with Horton and Clinton once a month in order to settle their problems. Raughton replied that he did not think it would work out because he did not believe Clinton would meet with them; and he asked Horton if the latter had any guarantee that Clinton would meet with them if they got a committee together. To this Horton made no answer.

Buster Bryant who by his demeanor impressed me as a very honest and credible witness, testified that Horton engaged him in conversation for about an hour between midnight and 1 a.m. on November 21. Bryant credibly testified that during the conversation Horton "wouldn't look me hardly in the face," and that Horton "was blushing and he seemed to be perplexed and it was hard for him to look me in the face." According to the credited testimony of Bryant, Horton's interview with him went substantially as follows. Horton opened with the question "what is this I hear about your joining the Union." Bryant replied that he had joined the International Typographical Union. Horton asked him why and Bryant replied because he thought it was a fine organization and because he desired to be a part of organized labor, and that through organized labor he hoped to improve his working conditions in the plant which he considered to be very poor. Bryant elaborated that the men objected to the way their jobs were shifted around on the work schedules without any regard to the employees' welfare. After further discussion of the Company's job scheduling, Horton asked if there was any way to stop the Union, if there was any way "that they could get out of that." Bryant replied in the negative, adding that the men had joined the Union and wanted the Union to represent them. Horton asked if the problems could be solved by the men's receiving overtime for Sunday work and if they set up a committee composed of one man from each department to meet monthly with Horton and Clinton. Bryant replied, "No." Horton said that once he had belonged to a union in Anniston, Alabama; that the men had asked for a pay raise and that the plant had closed down; Horton added "it just goes to show you that a plant can close down, you know, if they want to." All the way through this conversation Horton kept asking "is it too late?", "can we get out of this?"

During this conversation Bryant told Horton that what Horton was doing and asking Bryant to do was illegal. Horton replied, "Well, I might be breaking the law then." During the interview Horton asked "how all this got started," referring to the union movement.

Horton talked with Jerry Dees in the plant cafeteria about 1:30 a.m. on November 21. Horton asked Dees, according to the latter's credited testimony, "if I didn't think we could hold off on this Union business." Dees replied, "No." Horton asked if it would do any good if he could get Clinton to agree to eliminate Sunday work or to pay double time for Sunday work. Dees replied, "No." Horton asked how the committee idea would work, to meet with Clinton. Dees replied that the men had joined the Union and had gone too far to give up or back down or get out of the Union. Horton said that just before he heard the union talk around the plant he had gotten word that a "new" press was supposed to be running by March 1965, that he "didn't know how this union business would effect the installation of the new press." Horton also mentioned that at "our other" plant in Anniston, Alabama, which is a "union plant," when there was a cut-back they went by seniority; and that Dees was one of the low men in seniority.

Horton talked with John Nickolson at about 2 a.m. on November 21. Horton initiated the same subjects with Nickolson that he had with the other employees, and received the same answers: Couldn't they put the union off; how about double time or time-and-a-half for Sunday work; how about a committee to discuss problems. Nickolson said "no" on all counts and added that "things had done gone too far."

Horton talked with pressmen on two shifts, the evening shift which worked from 3 p.m. to 11 p.m., and the night shift which worked from 11 p.m. to 7 a.m. As a witness Horton admitted having about the same conversation with each of the men. He admitted asking what the complaints were and suggesting a committee. He denied some of the testimony credited above. He claimed not to have learned there was a union in the picture until his conversation with the third employee he interviewed, but he admitted continuing his interrogation of four employees thereafter. As by some of his answers and by his demeanor Horton impressed me as a timid, unsure and not fully credible witness, as the employee witnesses he partially contradicted were strong and credible witnesses, and upon the entire record considered as a whole, I do not credit Horton's version of these conversations and I do not credit his denials.

Upon the above facts and considerations I find that Respondent, through Horton, interfered with, restrained and coerced employees in the exercise of the rights guaranteed in Section 7 of the Act, thereby violating Section 8(a)(1) by the following acts and conduct: (a) Directly and indirectly interrogating employees as to how the Company could stop the Union; (b) suggesting the formation of a plant committee to stop the Union; (c) interrogating employees as to why they wanted the Union and how the Union got started; (d) directly and indirectly threatening employees that if the plant "went Union" the plant might shut down and that in the event of a cutback those lowest in seniority might be affected.

A few days later Horton engaged employee Hugh Hickey in conversation about job security with and without a union. Horton told Hickey of different places where Horton had worked, and observed that he felt he had as much job security without a union and with a union. Then Horton said that a certain factory had closed down because the employees had tried to go union.

A week or so later Horton, evidently referring to the same factory, told employee Oscar Clifton that the employees, bargaining for a wage increase, had struck, and upon their return worked only 2 months when the plant was closed down.

During the same period Horton told employee Oscar Raughton that even if the employees did go union the Company still would have the right to hire and fire when it wished. Horton added, "by now, you can see that the Company does not want to go union."

In the light of the other threats Horton was making and the other unfair labor practices occurring during this period; I find that Horton's statements to Hugh Hickey and Clifton concerning the plant that closed down because the employees "went union" amounted to an implied threat that the same could happen at Respondent's plant; and that Horton's statement to Raughton that the Company retains the right to fire amounted to an implied threat that Respondent might use this right against the union employees. By these threats Respondent further interfered with, restrained and coerced employees in the rights guaranteed in Section 7 of the Act and thereby further violated Section 8(a)(1).

On Saturday, November 21, the day after Horton had interrogated and threatened employees on two shifts the night before, Horton reported to Plant Manager Clinton that some of the employees had signed cards for a union and that he thought most of the employees were in a union. He also told him what the employee complaints consisted of.

2. According to credible and uncontradicted testimony, Chief Electrician Wilbur Holmes interrogated and threatened employees as follows:

(a) On November 21 Holmes said to employee Oscar Clifton: "I hear you boys are fixing to put us out in the cold . . . The ole man will close this plant down . . . I will bet you by next week we will be on 2 or 3 days a week."

(b) Between about November 21 and November 25, Holmes asked employee Hugh Hickey if he was a member of the Union, and threatened that the plant "could close down before it would ever go union."

(c) Around 3 p.m. on November 23, after McFee had presented the Union's first letter and first request to bargain to the Company, Holmes told employee Thomas W. Smith that "you boys are making a mistake. . . The Company will never stand for these union activities . . . This is a non-union town . . . It has never stood for the union to be in here and they will not allow it in the future . . . (you will) be on short time within 2 weeks . . . The men that owned the Dixie Color would close the plant down before they would allow it to go union."

(d) In later November Holmes threatened to employee Calvin Bryant that "if the plant were to go union that they would close it down."

(e) On or about November 23 Respondent returned to the seller a defective large spool of wire that had been intended for use on a new press Respondent was getting ready to install. Holmes took advantage of the opportunity and told John Nickolson that the wire was being returned because the Company had found out about the Union; and he told shipping employee Hugh Hickey that they were shipping the wire out "because the new press was not going up, that they were shipping it out because of the Union."

Chief Electrician Holmes was responsible for the proper and continuous performance of all electrical devices in the plant, including the air conditioners, the tow-motors, and the press itself, which were electrically run. In carrying out this responsibility he frequently had employees working under him whose work he directed and for whose work he was responsible. He had and exercised authority to pledge Respondent's credit up to at least $12 for the making of purchases. He received fringe benefits identical to those of two men Respondent stipulated to be supervisors, including greater company-paid insurance benefits than those enjoyed by the employees, guaranteed pay for 48 hours a week (8 at time and a half) regardless of the number of hours he worked, and a Christmas bonus of $100. His weekly pay was the same as the two stipulated supervisors, Frank Foster and Gene Leslie. These three make out and hand in their own time slips whereas the employees punch a timeclock. In addition, the credible testimony was that Holmes was responsible for the discharge of a maintenance employee, one Thomas, in the middle of the midnight shift, at about 3 a.m., for abusing an electric tow-motor. Holmes told George Hickey and Robert Gaston he had fired Thomas and that he would stay fired. Holmes told employee Oscar Clifton that "you will not see that young buck around here tomorrow." Thomas was not seen in the plant any more that early morning or ever, and it was later that same shift that Holmes told Gaston he had fired Thomas. Although Plant Manager Clinton testified that he discharged Thomas, presumably the next day, the entire record established, and I find, that Holmes brought about the discharge and either discharged the man on the spot or effectively recommended it.

Upon the above facts and considerations and the entire record considered as a whole I find and hold that Holmes had authority, in the interest of Respondent, to direct employees in their work and to discharge or effectively recommend discharge of employees; and that the exercise of such authority required the use of independent judgment. It follows, and I find, that Respondent was responsible for his statements to employees. By Holmes' threats that the plant will or might close down because of the Union, Respondent further violated Section 8(a)(1) of the Act. By Holmes' asking employee Hickey if he was a member of the Union, which under all the circumstances of this case reasonably tended to interfere with, restrain and coerce employees in the rights guaranteed in Section 7, Respondent further violated Section 8(a)(1) of the Act.

Shortly after the first petition Foreman Frank Foster singled out George Hickey, who was known to be a union member, and engaged him in conversation about the Union. Foster stated that if Foster was caught talking to Hickey, it would cost him his job. This admission indicated a supervisor's knowledge of the hostility Respondent had towards the Union and collective bargaining.

F. Efforts to undermine the Union

1. When high plant officials, such as Horton and Holmes, threaten and interrogate employees as they did between November 20 and November 23, a likely result is that employees who are weak in their conviction for a union, will seek to get out of it. That is what Guy Wheeles and Bobby Norred did on the morning of Tuesday, November 24. Early in the morning before Clinton got in touch with McFee (though Clinton did not mention this to McFee) Wheeles and Norred told Clinton they wanted to get out of the Union, and asked whether they could keep their jobs if they got out. Clinton told them they could keep their jobs. Wheeles asked Clinton how he could get out of the Union and Clinton suggested that Wheeles get in touch with his father-in-law, Mr. Appleby, another local businessman. Wheeles called Appleby and a meeting was arranged for later that morning. Plant Manager Clinton was scheduled to be there but arrived a little

later after Appleby telephoned him. The gathering lasted about 1 1/2 hours.

In urging employee Blankenship to go to this meeting, according to Blankenship's credited testimony on cross-examination, employee Norred told Blankenship that Clinton had promised to put it in writing that if Norred left the Union Clinton would not fire him, and that Clinton would write the same thing for Blankenship.

Present at the meeting at Appleby's house were local business leaders Appelby and Dark, Plant Manager Clinton, and employees Wheeles, Norred, and Blankenship. Ex-Mayor Dark had written language the employees could use to get out of the Union. Wheeles and Norred used this language to write, then or later that day, identical withdrawal letters from the Union. Dark said he would mail copies to the Union and the Company, but there was no proof that they were ever mailed to the Union or that the Union ever received them. Although Clinton may not have been in the room when Dark helped employees word their withdrawal letters, this would not insulate Clinton from responsibility for what happened at a meeting he suggested or caused, attended and participated in.

At the meeting Dark and Clinton both told the employees that the Union was not going to pay them any strike benefits amounting to $90 a week. Clinton said that McFee would tell the employees anything, that McFee "was going to get 75 percent of (your) union dues for a year." As he was talking about the employees' getting out of the Union, Dark, referring to notes he had, stated the rates employees were paid in Birmingham, Atlanta, and other places. Dark said that union dues would be 5 percent of Blankenship's monthly salary.

At the meeting Wheeles told Plant Manager Clinton that the men were dissatisfied because of Sunday work and no premium pay for Sunday work, and also because of the Company's scheduling of jobs. Clinton replied that he did not realize everybody was dissatisfied. Employee Blankenship asked if Clinton would eliminate Sunday work. Clinton replied that he would eliminate it, but that this would necessitate laying off some employees. Blankenship asked what Clinton was going to offer to satisfy the men. Blankenship asked Clinton to put something in writing to the effect that if the men got out of the Union they would not lose their jobs. Clinton declined.

After calling an executive of the parent company in Buffalo, New York, and receiving a call back from a company lawyer in Buffalo, Clinton told the employees that all he could tell them was to get themselves some competent advice. Then Clinton left the meeting.

The events of November 24 before and during this meeting showed that at least some of the employees were fearful for their jobs. Clinton assisted these employees to get out of the Union by suggesting whom Wheeles might see to get help; and by agreeing himself to go to Appleby's house and by going there obviously knowing that the purpose of the meeting was to assist employees to get out of the Union. The record showed also, as has been seen above, that Clinton sought to undermine the Union by talking of a strike before employees had seriously considered or decided to strike, and by talking down union strike benefits. Clinton's statement that McFee would get 75 percent of the employees' dues for a year revealed a complete rejection of the principle of collective bargaining.

Further, Clinton actually began to bargain individually with employee Blankenship over eliminating Sunday work, thereby undermining collective bargaining with the Union. All of these actions by Clinton raise a serious doubt as to whether Respondent's alleged doubt of the Union's majority status was a good-faith doubt.

2. Additional evidence that Plant Manager Clinton was undertaking to use the time between the Union's November 23, request and the Respondent's December 1 refusal to undermine the Union was the fact that on November 30, Clinton unilaterally, without first discussing the matter with the Union, which then represented a majority of his employees in an appropriate unit, announced the reduction of the weekly hours of most of the employees, reduced the status of some, and temporarily laid off several

of them. Clinton did this by changes in the posted employee work schedule which Clinton made out himself. This was the first time in many months that Clinton had made out the employee work schedule. Prior to this Horton had been doing it. By this scheduling, Clinton assigned one head pressman as oiler, and while assigning another head pressman as delivery boy scheduled a pressman as head pressman. By this time Clinton had received the Union's first demand letter and first petition bearing 24 employees' signatures and had talked with McFee twice. Clinton knew that scheduling of the men was one of their grievances and one of the subjects they wished to bargain about collectively through the Union. Clinton published no reason as to why he was making these changes. Although he had a plausible reason other than to undermine the Union, no reason appears as to why he failed to post a notice stating the plausible reason. His failure, while posting his refusal letter to the Union on December 3, was interpreted by the employees as an antiunion move. Clinton could not have failed to know and to have expected and intended that posting the schedule as he did, with no explanation as to why, would have affected employees as it did.

The plausible reason was that there was a substitute inking carriage in the plant which had been worked on for months and was intended for the press. It was necessary to shut down the press to install this inking carriage. It was installed at about this time because it was ready to install and was long overdue. To maintain production some work was sent out to other affiliated plants.

Clinton testified employees knew the "cutback" in the scheduling was to install the inking carriage. The proof was lacking that employees, generally, knew the carriage was ready for installation at just this time and that the cutback was for this purpose. The fact that employees interpreted Clinton's maneuver as antiunion was evidence to the contrary.

Upon the entire record considered as a whole, I find that Clinton used the installation of the ink carriage to discriminate against employees because of their union activities, thereby violating Section 8(a)(3) of the

Act; and that in taking this unilateral action without giving the Union an opportunity to bargain concerning it, thereby undermining the Union and rejecting the principle of collective bargaining, Respondent violated Section 8(a)(5) and (1) of the Act. See N.L.R.B. v. Crompton-Highland Mills, Inc., 337 U.S. 217, rehearing denied 337 U.S. 950; N.L.R.B. v. Katz, 50 NLRB 2177, 2180.

G. Refusal to bargain defenses; conclusions

The entire record reveals, and I find, that Respondent refused to recognize and bargain with the Union not because of any good-faith doubt concerning the Union's majority but because it rejected the principle of collective bargaining and because it wished to gain time within which to undermine the Union. The Union's majority was overwhelming, as shown by the employees' signatures on two petitions which were handed to Respondent. That Respondent did not question these signatures was shown by the fact that although Clinton cross-checked the signatures on the two withdrawal letters he received against payroll signatures, he did not so cross-check the signatures on the petitions. Further, as early as November 21, Horton told Clinton he thought most of the employees were in a union.

If Respondent had had any good-faith doubt of the Union's majority status in an appropriate unit it could have accepted the Union's offer of November 23 to consent to a Board election and could have filed a petition with the Board. This it never did. Instead it engaged in a course of conduct which showed a rejection of the collective bargaining principle and was obviously designed to undermine the Union's majority status. Thus, it threatened and interrogated employees, undertook individual bargaining with employees and suggested a plant committee with no dues to defeat the Union. It informed employees the plant was in a nonunion town and the Company would not stand for a union and, rather, would close down. While refusing to disclose its contents to its union addressee, Respondent posted its first letter rejecting the Union's request to bargain, for maximum impact upon employees' minds in the face of the Union's outstanding request to bargain and the request of its employees in the first petition that Respondent recognize and bargain with the Union. Respondent unilaterally instituted and announced a reduction in hours, and hence wages, of employees, which effectively laid off some employees. It sought to undermine the Union by threatening the job security of head pressmen because of their union activities. These numerous unfair labor practices are an absolute refutation of any good-faith doubt on the part of Respondent.

Respondent professed a doubt as to the composition of an appropriate unit. Of note is that the plant manager on the scene expressed no doubt on November 23, when he first talked with a union representative. Respondent may have had such a doubt, but any such doubt was not the basis for Respondent's actions, which was as stated above. See N.L.R.B. v. Austin Powder Company, 60 LRRM 2145 (C.A. 6, September 22, 1965).

Respondent contended some employees wanted to withdraw from the Union. As has been seen above, only two employees, Wheeles and Norred, took steps to withdraw, and then only after Horton's several hours of threats and interrogations in the plant and after some of Chief Electrician Holmes' threats, and with the help of Plant Manager Clinton and local leaders and businessmen with whom Clinton was in alliance on the matter. The effect of Horton's and Holmes' threats was shown by the employees' concern at the meeting at Appleby's house that they get written assurance from Clinton that if they got out of the Union they could keep their jobs. Any other employees who allegedly wanted to withdraw signed the second petition without any coercion, went on strike without any coercion, and stayed on strike. Although this was absolute refutation of any desire to withdraw Respondent never abandoned its position of rejecting the Union. In any case a company which causes and fosters and assists withdrawals from a union cannot be heard to assert the Union lacks a majority, because it would be profiting from its own wrong doing.

Respondent contended but failed to prove that some employees, principally Wheeles and Norred, joined the Union under coercion. Wheeles testified he joined of his own free will, and other testimony did not sustain a finding of coercion. There was no proof Norred or anybody else was coerced. This was as clean a situation of employees' self-organization as could be found. The Union representative, McFee, was very careful not to coerce the employees and to let them know the choice was theirs freely to make. The enthusiasm of employees for the Union led them to urge doubters to join, but their actions were not proven to be coercive.

Respondent contended the head pressmen were supervisors and that they organized the Union at the plant. As have been found above they were not supervisors. Even if they were, all the evidence was, as Respondent well understood, that in helping themselves and the employees get a union the head pressmen were acting in the interest of the employees and themselves. They were acting to better their own interest. They wanted a union of their choice, not no union of Respondent's choice. There was only one union in the picture, which the Company opposed, and the head pressmen joined that union, and went on strike with the other employees, to assist themselves and employees in their dealings with the Company, not to use Respondent's power to subvert the Union. Of note is that the night Horton was in the plant interrogating and threatening employees, he spoke to head pressman Nickolson the same as he did the others, and did not state that Nickolson was a supervisor and should not be in the Union for that reason. See Douglas County Electric Membership Corp., 148 NLRB No. 61. Further, even if Respondent, despite its unfair labor practices found herein, could be deemed to have had a good-faith doubt as to the status of the head pressmen, its course of action was to object to the inclusion of the head pressmen in the bargaining unit, not to refuse to bargain altogether.[10]

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[10] Sakrete of Northern California v. N.L.R.B., 56 LRRM 2327, enforcing 140 NLRB 765; see also N.L.R.B. v. Sunrise Lumber & Trim Corp., (C.A. 2), 241 F.2d 620; N.L.R.B. v. White Construction Company (C.A. 5), 204 F.2d 950.

My final conclusion on the entire record considered as a whole is that by failing and refusing on and after November 23, 1964, to recognize and bargain with the Union as the exclusive representative of the employees in the unit found herein to be an appropriate unit, Respondent violated Section 8(a)(5) and (1) of the Act.

IV. The effect of the unfair labor practices upon commerce

The activities of the Respondent set forth in section III, above, occurring in connection with the operations of Respondent set forth in section I, above, have a close, intimate and substantial relation to trade, traffic and commerce among the several States, and tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

V. The remedy

Having found that Respondent has engaged in certain unfair labor practices, I shall recommend that it cease and desist therefrom and that it take certain affirmative action designed to effectuate the policies of the Act.

Respondent having refused to bargain collectively with the Union as the exclusive representative of its employees in an appropriate unit, I recommend that Respondent, upon request, bargain collectively with the Union as the exclusive representative of its employees in the unit set forth herein concerning wages, hours, and other terms and conditions of employment, and if an understanding is reached, embody such understanding in a signed agreement.

As to the causes of the strike, all the evidence on this subject proved that the strike was caused by Respondent's unfair labor practices and that it was an unfair labor practice strike. Thus McFee credibly testified that on December 3 he told Clinton that the employees were concerned over what Horton and others were saying in the plant and over the actions of the townspeople; that the employees were tremendously upset over the "cutback." At the December 4 union meeting, precipitated by Clinton's posting of his first refusal letter on the bulletin board, McFee told the employees the Company was not going to recognize the Union, that the Company was raising legal technicalities, that there was little likelihood that the actions of the Company and townspeople, the short schedules, the layoffs, the coercion, would be eliminated. McFee outlined Respondent's activities against the employees and the Union, told them the decision was theirs as to whether they continued to work or struck, and that if they struck it would be an unfair labor practice strike. The vote was unanimous to strike. McFee said that before a strike he would exhaust every possible avenue to avoid it. Other testimony by employees corroborated that the strike was caused by Respondent's unfair labor practices. As it was an unfair labor practice strike, the striking employees are entitled to their jobs back, or substantially equivalent employment, upon the strikers' unqualified application to return to work. It is therefore recommended that upon the strikers' unqualified application to return to work Respondent offer to each of them immediate and full reinstatement to his former or substantially equivalent position[11] without prejudice to his seniority and other rights and privileges and make him whole for any loss of pay he may have suffered by reason of any discrimination against him by payment to each of a sum of money equal to that which he normally would have earned as wages from the date of Respondent's failure to offer him reinstatement or substantially equivalent employment, the date of the discrimination against him, to the date when, pursuant to the Recommendations herein, Respondent shall offer him reinstatement, less his net earnings during said period (Crossett Lumber Company, 8 NLRB 440, 497-8), said backpay to be computed on a quarterly basis in the manner established by the Board in F. W. Woolworth Co., 190 NLRB 289. The backpay obligation of Respondent shall include the payment of interest at the rate of 6 percent to be computed in the manner set forth in Isis Plumbing & Heating Co., 138 NLRB 716. As provided in the Woolworth case, I recommend further that Respondent make available to the Board on request payroll and other records in order to facilitate the checking of the amount of backpay due.

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[11] The Chase National Bank of the City of New York, San Juan, Puerto Rico, Branch, 65 NLRB 827.

Respondent having used the "cutback" to discriminate against employees because of their union activities, I recommend that Respondent make whole all employees[12] affected by the "cutback," including those temporarily laid off, by payment to each of them of a sum of money equal to that which he normally would have earned as wages from December 4 through December 15, the period of the cutback. This backpay obligation shall include the payment of interest at the rate of 6 percent to be computed in the manner set forth in the Isis case. As provided in the Woolworth case, I recommend further that Respondent make available to the Board on request payroll and other records in order to facilitate the checking of the amount of this backpay due.

The violations of the Act committed by Respondent are persuasively related to other unfair labor practices proscribed by the Act and the danger of their commission in the future is to be anticipated from the Respondent's conduct in the past. The preventive purposes of the Act will be thwarted unless the Order is coexistensive with the threat. In order therefore to make more effective the interdependent guarantees of Section 7, to prevent a recurrence of unfair labor practices, and thereby minimize industrial strike which burdens and obstructs commerce and

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[12] Those shown by the record to have been affected were:

Oscar Clifton
Billy Carden
Thomas Smith
Gary Smith
David Wilemon
Jerry Dees
George Hickey
Harmon Allen
Frank Gene Graham
John Nickolson
Buster Bryant
Bobby Gaston
John Thomas
James Reese, Jr.
William F. Osbourn
Charles Mizzell
Jerry Lawler
Ronnye Jackson
Harold Ogle
Dura Williams
George Blankenship
Oscar Raughton
D. R. Kirk

thus effectuates the policies of the Act, I shall recommend that Respondent be ordered to cease and desist from infringing in any manner upon the rights guaranteed in Section 7 of the Act.

Upon the basis of the foregoing findings of fact, and the entire record in the case I hereby make the following:

Conclusions of Law

1. Dixie Color Printing Corp. is engaged in commerce within the meaning of Section 2(6) and (7) of the Act.

2. International Typographical Union is a labor organization within the meaning of Section 2(5) of the Act.

3. By interrogating employees as to whether they were members of the Union, why they wanted the Union, how the Union got started, and how Respondent could stop the Union; by suggesting the formation of a plant committee to stop the Union; by threatening employees that if the plant "went union" the plant would or might shut down and that in the event of a cutback those lowest in seniority might be affected; by threatening possible discharge against union employees; by threatening that the Company would never stand for union activities and would close down before it would "go union"; by threatening the plant would go on "short time" because of employee union activities; and by threatening the job security of head pressmen because of their union activities; Respondent interfered with, restrained and coerced its employees in the exercise of rights guaranteed in Section 7 of the Act, and thereby has engaged and is engaging in unfair labor practices within the meaning of Section 8(a)(1) of the Act.

4. At all times material herein, the following employees of Respondent at its Sylacauga, Alabama, plant have constituted and now constitutes a unit appropriate for the purposes of collective bargaining:

> All employees at the Sylacauga plant, including press room employees, stereotype and plating room employees, and mailing room (shipping employees), but excluding all office clerical

employees, professional and technical employees, janitors, guards and supervisors as defined in the Act.

5. On November 23, 1964, and at all times thereafter, International Typographical Union was and now is the exclusive representative of all employees in the aforesaid appropriate unit for the purposes of collective bargaining within the meaning of Section 9(a) of the Act.

6. By refusing on November 23, 1964, and at all times thereafter, to bargain collectively with said Union as the exclusive representative of all its employees in the aforesaid appropriate unit, Respondent has engaged in and is engaging in unfair labor practices within the meaning of Section 8(a)(5) and (1) of the Act.

7. From December 4 to 15, 1964, by unilaterally changing the hours of work and rates of pay of employees and temporarily laying off some employees, without discussing these changes with the exclusive bargaining representative of its employees in an appropriate unit, Respondent violated Section 8(a)(5) and (1) of the Act. By using necessary maintenance work as a vehicle or excuse to discriminate against employees because of their union activities, Respondent violated Section 8(a)(3) of the Act.

8. The aforesaid labor practices are unfair labor practices affecting commerce within the meaning of Section 2(6) and (7) of the Act.

RECOMMENDATIONS

Upon the basis of the foregoing findings of fact and conclusions of law, and upon the entire record in the case considered as a whole, I recommend that Dixie Color Printing Corp., Sylacauga, Alabama, its officers, agents, successors, and assigns shall:

1. Cease and desist from:

(a) Interrogating employees as to whether they are members of the Union, why they wanted the Union, how the Union got started, and how Respondent could stop the Union;

(b) Suggesting the formation of a plant committee to stop the Union;

(c) Threatening employees that if the plant "went union" the plant would or might shut down and that in the event of a cutback those lowest in seniority might be affected;

(d) Threatening possible discharge against union employees;

(e) Threatening that the Company would never stand for union activities and would close down before it would "go union";

(f) Threatening that the plant would go on "short time" because of employee union activities;

(g) Refusing to bargain collectively with International Typographical Union as the exclusive bargaining representative of Respondent's employees in an appropriate unit with respect to rates of pay, wages, hours of work, and other conditions of employment;

(h) Unilaterally announcing and changing the hours of work and rates of pay of employees without first discussing those changes with the Union;

(i) Using necessary maintenance work as a vehicle or excuse to discriminate against employees because of their union activities;

(j) In any other manner interfering with, restraining, or coercing its employees in the exercise of their rights to self-organization to form labor organizations, to join or assist the above-Union, or any other labor organization, to bargain collectively through representatives of their own choosing, and to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from any and all such activities.

2. Take the following affirmative action which I find will effectuate the policies of the Act:

(a) Upon request, bargain collectively with International Typographical Union as the exclusive representative of the employees in the appropriate unit found herein, with respect to rates of pay, wages, hours of employment, and other conditions of employment, and if an understanding is reached, embody such understanding in a signed agreement;

(b) Make whole any employees for any loss of pay they may have suffered or may suffer in the future by reason of any discrimination practiced against them, in accordance with the recommendations set forth in "The remedy" herein;

(c) Preserve and make available to the Board or its agents upon request, for examination and copying, all payroll records, social security payment records, timecards, personnel records and reports, and all other records necessary to analyze the amounts of any backpay due under the terms of these recommendations;

(d) Post at its plant in Sylacauga, Alabama, copies of the notice attached hereto marked "Appendix."[13] Copies of said notice, to be furnished by the Regional Director for the Board's Tenth Region (Atlanta, Georgia), shall, after being signed by the Respondent's representative, be posted by Respondent and maintained by it for sixty (60) consecutive days thereafter, in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by Respondent to insure that said notices are not altered, defaced, or covered by any other material;

Notify the Regional Director for the Tenth Region in writing within ten (10) days from the date of this Decision and Recommended Order, what steps Respondent has taken to comply herewith.[14]

Dated at Washington, D. C.
November 22, 1965

/s/ Alba B. Martin
Trial Examiner

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[13] In the event that these Recommendations be adopted by the Board, the words "A DECISION AND ORDER" shall be substituted for the words "THE RECOMMENDATIONS OF A TRIAL EXAMINER" in the notice. In the further event that the Board's Order be enforced by a decree of the United States Court of Appeals, the words "A DECREE OF THE UNITED STATES COURT OF APPEALS ENFORCING AN ORDER" shall be substituted for the words "A DECISION AND ORDER."

[14] In the event that these Recommendations be adopted by the Board, this provision shall be modified to read: "Notify said Regional Director in writing within 10 days from the date of this Order what steps the Respondent has taken to comply herewith."

APPENDIX

NOTICE TO ALL EMPLOYEES

PURSUANT TO

THE RECOMMENDATIONS OF A TRIAL EXAMINER OF THE

NATIONAL LABOR RELATIONS BOARD

and in order to effectuate the policies of the

NATIONAL LABOR RELATIONS ACT

(AS AMENDED)

we hereby notify our employees that:

WE WILL NOT interrogate employees as to whether they are members of INTERNATIONAL TYPOGRAPHICAL UNION, why they want this Union, how this Union got started, or how we can stop this Union.

WE WILL NOT suggest the formation of a plant committee to stop the above-named Union.

WE WILL NOT in any way threaten or suggest to employees that if the employees organize into a Union the plant might or will shut down.

WE WILL NOT threaten possible discharge of any employees because they have joined, formed or assisted the above-named or any labor organization.

WE WILL NOT threaten that the plant will go on "short time" because of Union activities and that in the event of a cutback those lowest in seniority might be affected.

WE WILL NOT unilaterally put into effect a reduction of hours of employees for the purpose of discouraging membership in, or undermining, the above-named or any other labor organization.

WE WILL NOT use necessary maintenance work, such as the installation of an inking carriage, as a vehicle or excuse to discriminate against employees because of their union activities.

WE WILL make whole the following employees for any loss of pay suffered by them by reason of the discrimination practiced against them in accordance with the recommendation of the Trial Examiner's Decision:

Oscar Clifton
Billy Carden
Thomas Smith
Gary Smith
David Wilemon
Jerry Dees
George Hickey
Harmon Allen
Frank Gene Graham
John Nickolson
Buster Bryant
Bobby Gaston
John Thomas
James Reese, Jr.
William F. Osbourn
Charles Mizzell
Jerry Lawler
Ronnye Jackson
Harold Ogle
Dura Williams
George Blankenship
Oscar Raughton
D. R. Kirk

WE WILL NOT in any manner interfere with, restrain, or coerce our employees in the exercise of their right to self-organization, to form labor organizations, to join or assist the above-named or any other labor organization, to bargain collectively through representatives of their own choosing, and to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from any and all such activities.

WE WILL BARGAIN collectively, upon request, with INTERNATIONAL TYPOGRAPHICAL UNION, as the exclusive representative of all employees in the bargaining unit described below with respect to rates of pay, wages, hours of employment, and other conditions of employment, and if an understanding is reached, embody such understanding in a signed agreement. The bargaining unit is:

> All of our production and maintenance employees at our Sylacauga plant, including pressroom employees, stereotype and plating room employees and mailing room (shipping) employees, but excluding all office clerical employees, professional and technical employees, janitors, guards and supervisors as defined in the National Labor Relations Act.

All our employees are free to become, remain, or refrain from becoming members of the above-named Union or any other labor organization.

DIXIE COLOR PRINTING CORP.
(Employer)

Dated ____________________ By ________________________________
(Representative) (Title)

This Notice must remain posted for 60 consecutive days from the date of posting, and must not be altered, defaced, or covered by any other material.

If employees have any question concerning this Notice or compliance with its provisions, they may communicate directly with the Board's Regional Office, 528 Peachtree-Seventh Building, 50 Seventh Street, N. E., Atlanta, Georgia 30323 (Tel. No. 526-5741).

DECISION AND ORDER

On November 22, 1965, Trial Examiner Alba B. Martin issued his Decision in the above-entitled proceeding, finding that the Respondent had engaged in and was engaging in certain unfair labor practices, and recommending that it cease and desist therefrom and take certain affirmative action, as set forth in the attached Trial Examiner's Decision. Thereafter, Respondent, the Charging Party, and the General Counsel filed exceptions to the Trial Examiner's Decision with supporting briefs.

Pursuant to the provisions of Section 3(b) of the National Labor Relations Act, as amended, the National Labor Relations Board has delegated its powers in connection with this case to a three-member panel.

The Board has reviewed the rulings made by the Trial Examiner at the hearing and finds that no prejudicial error was committed. The rulings are hereby affirmed. The Board has considered the Trial Examiner's Decision, the exceptions and briefs, and the entire record in the case, and hereby adopts the findings, conclusions, and recommendations of the Trial Examiner, with the following modifications.

1. We agree with the Trial Examiner that the record establishes that Respondent's refusal to recognize the Union was not motivated by a good-faith doubt of the Union's majority status. Respondent's consistent pattern of unlawful conduct after it became aware of the union adherence of most of its employees clearly indicates that by its refusal to recognize or bargain with the employees' majority representative, Respondent rejected the collective-bargaining principle and sought only to gain time within which to undermine the Union and dissipate its majority.1/

1/ Joy Silk Mills, Inc., 85 NLRB 1263, enfd. 185 F.2d 732 (C.A.D.C.), cert. denied 341 U.S. 914. In agreeing with the Trial Examiner's findings that supervisor Horton's interrogations and promises of benefits to seven employees on the night of November 20-21 violated Section 8(a)(1), we place no reliance on the Trial Examiner's determination that Plant Manager Clinton was informed in advance of the employees' union activities. Even if Clinton was not so informed, the record amply reveals that soon after Horton began his questioning, he became well aware of the employees' union affiliation but nevertheless persisted in unlawfully attempting to persuade them to abandon the exercise of their Section 7 rights.

In this connection, we also conclude that the unit found herein to be appropriate does not represent more than a slight variation from that originally sought by the Union,[2] and that such variance provides no justification for Respondent's refusal to bargain. This is so even though we find merit in Respondent's contention that the appropriate production and maintenance unit[3] herein should include the three janitors. Thus, it appears that in addition to their duties as set forth by the Trial Examiner, the janitors regularly transport the comics from the pressroom to the shipping room between the hours of 4 p.m. and 8 a.m., when the day shift shipping employees are not at work, and bring skids or pallets and cardboard pads into the press room when these items are needed by the pressmen. The parties stipulated that the shipping employees are properly included in the unit. Since the entire record indicates that a major part of the janitors' work is closely related to that of other unit employees, we conclude that the janitors possess a sufficiently close community of interest with them and we shall, in accordance with our usual policy, include the janitors in the unit.[4] However, we agree with the Trial Examiner that even if the janitors were included in the unit, the failure of the Union to include them in the requested unit was only a "minor variance" which would not affect our Section 8(a)(5) finding.[5]

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[2] The record and the Union's letters reveal that the Union's request to bargain for a unit of production employees performing work, inter alia, in the stereotype room, reasonably contemplated the inclusion of the platers. The one or two plating employees work in the same room with the stereotypers and their function is without question an integral part of the production process.

[3] We do not adopt the Trial Examiner's characterization of the unit as a "skilled craft group" or a "skilled craft unit."

[4] Challenge-Cook Bros., Incorporated, 129 NLRB 1235, 1242. We also note that Frank Horton and Lavender, who are formally described as maintenance employees, perform mechanical repairs on the press and clearly are properly included in the production and maintenance unit.

2. We also conclude, in agreement with the Trial Examiner, that Respondent violated Section 8(a)(5) of the Act by not bargaining with the Union concerning the manner in which work schedules, reassignments, and layoffs would be affected by Respondent's installation of the press inking carriage. As the Trial Examiner notes, these conditions of employment manifestly were of interest to the employees and their representative, and Respondent was not free to make these changes without prior discussion with the Union.

We do not agree, however, with the Trial Examiner's finding that the Respondent thereby also violated Section 8(a)(3). There is no dispute that the installation of the carriage was economically justified, and there is insufficient evidence to indicate that Respondent's motivation for the installation or its timing was for a discriminatory purpose. Nor does the record indicate that Respondent unlawfully affected the status of the particular individuals selected for layoff or other change. Accordingly, we shall dismiss this allegation of the complaint and shall modify our order by deleting that portion of the backpay order based on it. Nevertheless, under all the circumstances, we find that the manner in which Respondent implemented the cutback interfered with its employees' statutory rights in violation of Section 8(a)(1). Thus, in the entire context of this case, including the intensive efforts by the Union to obtain recognition and commence bargaining with the Company and Respondent's adamant and well-publicized refusal to accede to the Union's lawful demands, we conclude that Clinton's unexpected and unexplained announcement of a loss of wages, a reduction in hours, and a change of position of certain employees was intended to impress upon all the employees the adverse results which they might suffer because of their exercise of Section 7 rights.[6] By such conduct, Respondent violated Section 8(a)(1) of the Act.

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[5] In view of our agreement with the Trial Examiner that the head pressmen are not supervisors, we find it unnecessary to pass upon his discussion of the effect of their union activity if they were not properly included in the unit.

ORDER

Pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board hereby adopts as its Order the Recommended Order of the Trial Examiner, as modified herein, and orders that the Respondent, Dixie Color Printing Corp., Sylacauga, Alabama, its officers, agents, successors, and assigns, shall take the action set forth in the Trial Examiner's Recommended Order, as so modified:[7]

1. Substitute the following for paragraph 1(i):

"(i) Using the announcement of necessary maintenance work, and of the manner in which employee work schedules would be changed to accomplish such work, to interfere with employees' organizational rights."

2. Substitute the following as paragraph 2(a):

"(a) Upon request, bargain collectively with International Typographical Union as the exclusive representative of the employees in the following appropriate unit:

"All employees at the Sylacauga plant, including press room employees, stereotype and plating room employees and mailing room (shipping) employees, and maintenance employees and janitors, but excluding all office clerical employees, professional and technical employees, guards, and supervisors as defined in the Act."

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[6] The record indicated that this occasion was the first time in many months that Clinton, the plant manager, and not Horton, had prepared the work schedules.

[7] We shall modify our order to conform to that set forth in his discussion of the proper remedy, and accordingly shall order Respondent to reinstate the striking employees upon their unconditional application, and we shall order that the Respondent reimburse them for their lost earnings, if any, commencing 5 days after such application is made, computed on a quarterly basis and with 6 percent interest per annum, as recommended by the Trial Examiner.

Substitute the following as paragraph 2(b):

"(b) Upon application, offer immediate and full reinstatement to their former or substantially equivalent positions to all those employees who went on strike on December 16, 1964, without prejudice to their seniority or other rights and privileges, dismissing, if necessary, all persons hired on or after that day, and make such applicants whole for any loss of pay suffered by reason of the Respondent's refusal, if any, to reinstate them, by payment to each of them of a sum of money equal to that which he normally would have earned, less the net earnings, during the period from 5 days after the date on which he applies or has applied for reinstatement to the date of the Respondent's offer of reinstatement. Notify all those employees who went on strike on December 16, 1964, if presently serving in the Armed Forces of the United States, of their right to full reinstatement upon application in accordance with the Selective Service Act and the Universal Military Training and Service Act of 1948, as amended, after discharge from the Armed Forces."

3. Amend the Notice attached to the Trial Examiner's Decision and marked "Appendix", in the following respects:

(a) Delete the seventh paragraph beginning with the words "WE WILL NOT use necessary . . .", substituting the following therefor:

> WE WILL NOT use the announcement of necessary maintenance work, and of the manner in which employee work schedules would be changed to accomplish such work, to interfere with employee-organizational rights.

(b) Delete the eighth indented paragraph beginning with the words "WE WILL make whole . . .", substituting the following therefor:

> WE WILL, upon application, offer our employees who went on strike on December 16, 1964, immediate and full reinstatement to their former or substantially equivalent positions, without prejudice to their seniority or other rights and privileges, and make them whole for any loss of pay they may have suffered as a result of any refusal to reinstate them upon such application.

(c) Modify the description of the appropriate bargaining unit, as set forth in the last indented paragraph, by deleting the word "janitors" which precedes the terms "guards and supervisors," and by inserting "and janitors" immediately after the terms "mailing room (shipping) employees."

(d) Add the following immediately above the line at the bottom of page ii of the Notice:

NOTE: **WE WILL NOTIFY** all those employees who went on strike on December 16, 1964, if presently serving in the Armed Forces of the United States of their right to full reinstatement upon application in accordance with the Selective Service Act and the Universal Military Training and Service Act of 1948, as amended, after discharge from the Armed Forces.

IT IS HEREBY FURTHER ORDERED that the complaint be, and it hereby is, dismissed insofar as it alleged unfair labor practices which we have found were not committed.

Dated, Washington, D. C., February 14, 1966.

/s/ John H. Fanning
Member

/s/ Gerald A. Brown
Member

/s/ Sam Zagoria
Member

(SEAL)

NATIONAL LABOR RELATIONS
BOARD

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JOINT APPENDIX

United States Court of Appeals

FOR THE DISTRICT OF COLUMBIA CIRCUIT

No. 20,012

INTERNATIONAL TYPOGRAPHICAL UNION, AFL-CIO,
Petitioner,

v.

NATIONAL LABOR RELATIONS BOARD,
Respondent.

No. 20,105

DIXIE COLOR PRINTING CORPORATION,
Petitioner,

v.

NATIONAL LABOR RELATIONS BOARD,
Respondent.

On Appeal from the United States District Court
for the District of Columbia

United States Court of Appeals
for the District of Columbia Circuit

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Nathan J. Paulson
CLERK

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United States Court of Appeals

FOR THE DISTRICT OF COLUMBIA CIRCUIT

No. 20,012

INTERNATIONAL TYPORGRAPHICAL UNION, AFL-CIO,

Petitioner,

v.

NATIONAL LABOR RELATIONS BOARD,

Respondent.

No. 20,105

DIXIE COLOR PRINTING CORPORATION,

Petitioner,

v.

NATIONAL LABOR RELATIONS BOARD,

Respondent.

On Appeal from the United States District Court
for the District of Columbia

JOINT APPENDIX

Vol. II

VOLUME IV

1 Courtroom
County Office Building
Sylacauga, Alabama
Friday, April 30, 1965

The above-entitled matter came on for further hearing, pursuant to adjournment, at 9:00 A.M.

BEFORE:

ALBA B. MARTIN, Trial Examiner

*   *   *   *   *

5 GUY WHEELES

was called as a witness by, and on behalf of, the Employer, having been duly sworn, was examined and testified as follows:

TRIAL EXAMINER: Give us your name and address?

THE WITNESS: Guy Wheeles, 601 Spring Drive, Sylacauga.

TRIAL EXAMINER: W-H-E-E-L-E-S?

THE WITNESS: Right.

6 DIRECT EXAMINATION

Q. (BY MR. HOOVER:) Mr. Wheeles, would you tell us where you are employed? A. Sir?

Q. Would you tell us where you are employed? A. Dixie Color Printing.

Q. And what is your job? A. Head Pressman.

Q. And how long have you been the Head Pressman? A. I have been the Head Pressman for about 2 1/2 years, I believe.

Q. Now, I hand you General Counsel's Exhibit 11 and ask you if you have seen that before? A. Yes, sir.

Q. When did you first see that? A. I received one similar to this when I went to Lofkin and one identical to this when I went to work for Dixie Color Printing.

Q. And what were you told with regard to General Counsel's Exhibit 11 which is the rules for operating press 2022? A. These are the rules for operating. This sets out each man's duty.

Q. And were you told anything regarding each man's duty? Or your duty? A. I am in charge of the press. All of its operations, 7 quality of the paper and the amount of papers that are produced on my shift.

Q. Now, I hand you Respondent's Exhibit 8 and ask you if you have seen that before? This is entitled Office Rules and Regulations at the top? A. Yes, sir.

Q. Where was that, where have you seen that? A. This is posted on the bulletin board. I believe last September.

Q. Now, are you familiar with these rules and regulations? A. Yes, sir.

Q. Are you familiar with paragraph 70, page 2, entitled "Smoking?" A. Yes, sir.

Q. Who carries out that rule concerning smoking in the press room? Who enforces it? A. It would be myself, Leck Horton and John Horton and Mr. Clinton through the day and me at night.

Q. Now, turn your attention back to General Counsel's Exhibit 11, the rules for operating the press. Does that set out the rules for the duties for the man in charge or Head Pressman? A. Yes, sir. Generally.

8 Q. And are those the rules and duties that you carry out? A. Yes, sir.

Q. Have you carried those out in your job as Head Pressman? A. The best that I could.

Q. Now, as Head Pressman or man in charge, who are you in charge of? A. On the day shift, I am in charge of all pressmen that work on the press and at night, on the night shift I am in charge of the plant as a whole, all operations of the plant.

Q. What people would that include? A. That would include all of the people that work on the press, Maintenance Men, Clean-up Maintenance Men.

Q. Now, are there ever any transfers made on the press? A. Yes, sir.

Q. Who transfers men on the press? A. I make the transfers that are to be made on the press.

Q. Now, at night is there ever any need to transfer men other than just on the press at night? A. Not at night, there is--usually there would be no need to transfer any men other than on the press,
9 itself. Through the day, if another department needs a man and I have a man extra, I have the authority to give them the man to use.

Q. Now, in your job, do you write up mistakes concerning the men? A. Yes, sir.

Q. Would you explain that in more detail? A. Well, if a man plates on plate--these plates have to go on according to page number and we have a lay-out we have to follow according to how the company we are printing for wants their comics arranged. If they are not in this order or if there are plates on upside down or any other mistake that is made I would write their name down on the sheet and turn it into the office.

Down on the comic, itself.

Q. Was this what you call keeping the press in register or is that something else? A. That is something else.

Q. What about keeping the press in register, who is responsible for that? A. That is my responsibility.

Q. Could you explain what you mean by this keeping the press in register? A. Well, we print 3 colors, 3 basic colors, and they have
10 to match the black plate. In other words, you have to put the colors into the black out lines. If they do not fit we have to move plates so that they will fit or match up.

I take the register copy and draw it up telling what to do and which way to move what plate and give it to the different men for them to do.

Q. You tell them what to do on that sheet that you are talking about? A. That is right.

Q. Now, when something goes wrong with the electrical part of the press, what do you do? A. I call Wilbur Holmes.

Q. And what do you do then? A. Well, I just wait on him for him to get there. If the press is, can't run until he gets there, we can't, you know, but if it is something that doesn't effect whether the press would run or not we would go ahead and run until he gets there. When he gets in I tell him what is wrong and what to do in order to get it going again, in other words.

Q. Now, did it ever happen that he needs a helper when he is going to do what he is going to do? A. He has.

Q. And who would assign him the helper? A. I would.

11 Q. Does he ever get a helper himself? A. No.

Q. Would he also come to you first? A. Yes, sir.

Q. Now, on this General Counsel's Exhibit 11 that I showed you about the rules for operating the press, you stated that you enforced the rules. Would you explain to me what you do if a man doesn't follow the rules?

MR. MC HUGH: I object. That is conclusionary. It calls for a hypothetical answer. He can ask him if any rules were violated and what action this gentleman took.

Q. (BY MR. HOOVER:) What is your authority with regard to a man that violates the rules? A. I could send him home and tell him to come back through John Horton's office or Mr. Clinton's office the next morning.

MR. MC HUGH: Same objection, Mr. Examiner, and move it be stricken.

MR. HOOVER: I asked what his authority is. He can do what he wants to on cross examination.

MR. MC HUGH: He said he could send him home?

THE WITNESS: I can send him home.

12 MR. MC HUGH: I move to strike that, also.

TRIAL EXAMINER: I will permit it. I will overrule the objection.

Q. (BY MR. HOOVER:) All right, could you fire the man? A. No, sir, I couldn't fire him.

Q. Well, what would you do after the man had been sent home? Who would you talk to? A. I would talk to--more than likely I would talk to Leck Horton.

MR. MC HUGH: Same objection. It is a vague answer besides being conclusionary.

TRIAL EXAMINER: Overrule. The motion to strike denied.

Q. (BY MR. HOOVER:) Do you have to take that man back on your shift after you send him home? A. If Mr. Horton or Mr. Clinton said take him back on my shift I would take him back on my shift. I would have to take him back on my shift.

Q. Do the men ever work overtime in your shift? A. When we are running normally, the only time the overtime would be called for was when the next shift comes up with a man short. In other words, they hadn't got enough men to operate and then we would have to work overtime or one man would have to work overtime.

13 Q. Are you talking about the shift following the one that you are on? A. That is right.

Q. What would you do in that case? A. In that case I would ask the first man under me if he wanted to stay and if he didn't I would ask the next until one man that did want to stay, whoever wanted to stay according to seniority I would tell him to stay.

Q. Would you check with anyone about this? A. No, sir.

Q. Now, these night maintenance cleanup men, what jobs would they do? Do they do? A. They clean up the building, move skids or pallets into the press room when we run out. They move cardboard pads into us when we need them.

Q. Into the press? A. That is right, into the press room.

They move the finished product, comics, away from the press in order to keep them out of our way into the shipping department.

Q. Now, do you fill out any jobs as man in charge? I mean any reports? A. Yes, sir, I fill out a press run sheet. That is the only report that I fill out. I sign rollmans report or web break records and

14 oilers reports.

Q. Do you sign time sheets? A. That is right.

Q. Now, going back on this web roll report. What do you mean you don't fill it out but you sign it, is that what you said? You said that you don't fill it out, as you testified, sir? A. Did you say web break or rollmans report?

Q. Yes, sir. A. It is filled out by the rollman through the shift as to how many rolls he runs, and how many times the paper breaks or we have paster failures on roll changes. As to how many paster failures he had through the shift, and I sign this report for him verify that if, say, he has 3 paster failures down and I have that he has actually had 4, I wouldn't sign it until we got together on it.

Q. You check this work? A. That is right.

Q. And then you sign after he signs the report? A. That is right.

Q. Is this report made out daily or how often? A. Daily.

Q. This oiler's report, would you explain about that one?

A. The oiler's report is--he fills it out as to how many jobs he laid out through the day, which is taking the plates from the library and laying them out into position to go onto the press.

He has an assigned unit or an assigned area to clean and I sign it verifying that he did lay the jobs out and that he did clean his unit or that I have inspected his work.

In other words, he might not necessarily clean this unit, but if he had 3 or 4 jobs to lay out, I could see why that he didn't have time to clean his unit.

TRIAL EXAMINER: Was this the oiler?

THE WITNESS: Yes, sir.

Q. (BY MR. HOOVER:) Is this report made out daily or how often? A. Daily.

Q. How much time do you spend actually doing work, manual work? A. Work with my hands, very little. 10%, probably.

Q. What do you spend the rest of your time doing? A. My job, which is overseeing the running of the press, making sure everything is running right, seeing how everybody is doing.

MR. MC HUGH: Mr. Examiner, this is getting quite vague, seeing
16 how everybody is doing. I object and --

THE WITNESS: All right, seeing everybody is performing their duties.

MR. HOOVER: Thank you, Mr. McHugh.

TRIAL EXAMINER: I will deny the motion.

Q. (BY MR. HOOVER:) Turning your attention now, did you ever attend any meetings concerning the Union? A. Yes, sir.

Q. Tell me when the first meeting was that you attended? A. It was around the 26th of October.

Q. And where was that? A. It was at George Hickey's house.

Q. Could you tell me what took place at that meeting? A. George Hickey, I believe, he came by my house. Now, whether I rode with him or didn't ride with him, I don't know. We went to his house. He had literature, pamphlets, information about the rest home in Colorado Springs and other Union material that he showed me and tried to explain to me and he explained what had taken place before they told me about this Union at the meeting in Childersburg. That is about it.

Q. Now, did you ever sign a Union card? A. Yes, sir.

Q. When was that? A. I signed an application for membership,
17 I believe it was that same night. Evidently it was early in the morning of the 28th. It was around 1 o'clock at night.

Q. Would you explain how this came about? A. Bobby Norred called me from Johnnie Thomas' house, and--

Q. Go ahead? A. And told me that or asked me to come over there. He said that there was a whole bunch of them over there, and that they wanted him to sign and he wanted me to come over there and if we signed we would sign together.

Q. All right, did you go over there? A. Yes, sir.

TRIAL EXAMINER: Whose house was that?

THE WITNESS: Johnnie Thomas'.

Q. (BY MR. HOOVER:) This is Johnnie Thomas' who was a Head Pressman or is a Head Pressman? A. Yes, sir.

Q. Who was at that house, now? A. Other than myself and Bobby Norred, Hugh Hickey, O. B. Clifton, Johnnie Thomas, George Hickey, -- I believe that is all that I can name definitely.

Q. Was Ronnye Jackson there? A. That is right, he was there.

18 Q. Are you sure he was there? A. I am sure.

TRIAL EXAMINER: What was the date of this?

Q. What did you say? A. The night of the 27th.

MR. HOOVER: Of October we are talking about.

TRIAL EXAMINER: This was when you signed the application?

THE WITNESS: Yes, sir.

Q. (BY MR. HOOVER:) Now, explain about why you were there when you signed this application at that time?

MR. MC HUGH: I object to this as being self serving.

MR. HOOVER: He has already said that he signed one at that time.

Q. (BY MR. HOOVER:) Tell me what happened when you went there.

MR. MC HUGH: I object.

TRIAL EXAMINER: Sustain the objection. This is a new question. What happened when you went to Thomas' house.

THE WITNESS: When I went into Thomas' house, Bobby Gaston was seated with the papers in front of him. Several different people were talking. I did some myself.

19 I told them that I didn't like the idea that they had gotten this thing up or voted on things that would effect everybody at the plant without the other people knowing about it, and then George Hickey was doing some talking and Bobby Gaston handed me the papers and I signed them along with Bobby Norred and Hugh Hickey and Ronnye Jackson, O. B. Clifton.

Q. (BY MR. HOOVER:) Now, did you attend any more Union meetings after that? A. Yes, sir, I attended another Union meeting at George Hickey's house.

Q. And when was this? A. It was about 2 weeks later. It would have been around the 15th of November.

Q. And who was present? Do you recall? A. It was about 15 people there. I don't recall all of the faces. George Hickey, Grover Blankenship, I remember. It was a pretty well all of them, you know.

Q. Were any other Head Pressmen there besides George Hickey and yourself? A. I believe Johnnie Thomas. I know John L. was there. John L. Nickolson, and I believe Johnnie Thomas was there.

Q. All right, what happened at this meeting? A. Mr. McFee was at this meeting.

20 Q. Did he speak? A. Not necessarily a speech. He spoke in answer to questions regarding the Union.

Q. Did he discuss anything concerning hiring at the plant at Dixie Color? A. Yes, sir.

Q. What did he state concerning that?

MR. ADAIR: I object. It is neither material or relevant at this point.

MR. HOOVER: Do I need to comment, Mr. Examiner?

TRIAL EXAMINER: What Mr. McFee said about hiring at the plant?

MR. HOOVER: Yes, sir. We consider it highly relevant, Mr. Examiner.

TRIAL EXAMINER: How?

MR. HOOVER: Because if we are allowed to let the Witness finish the question we will see the gross misrepresentations that were made concerning this plant and this Union.

TRIAL EXAMINER: I will permit it. I will overrule the objection.

THE WITNESS: He said that it was in a discussion about how good these Unions, Union cards were about getting a job and he said that the Union would do the hiring and I asked him if this Union got into this plant
21 would they do the hiring and he said, "yes," and I said, "Well, I have always been under the understanding that the Company does the hiring. Mr. Clinton has been doing it, why wouldn't Mr. Clinton do it

when the Union got in here, and he said that Mr. Clinton wouldn't necessarily be around, that they would have a Union man there for that purpose.

Q. (BY MR. HOOVER:) Now, did you attend any other Union meetings after that? A. Yes, sir.

Q. When and where was that? A. That was--I can't give you a date. I believe it was about a week later at Harold Ogle's house.

Q. And who was there? A. Myself, Bobby Norred, Harold Ogle, David Wilemon, I remember David Wilemon.

Q. Well, approximately-- A. Bobby Gaston. There was roughly 12, 10 or 12 people at that meeting.

Q. What other Head Pressmen besides yourself were there, if any? A. John L. Nickolson. That is all that I am sure of.

Q. What was discussed at that meeting? A. This meeting was for--to get a rough idea on what everybody wanted written into the
22 contract that this Union was going to get the Company to sign or were going to present to the Company.

Q. And do you recall who discussed this contract or what they proposed in this contract ? A. George Hickey was there. I don't remember what he said. I remember that he did some talking but I don't remember.

They wanted Sunday work cut out--

MR. ADAIR: I object.

Q. (BY MR. HOOVER:) George Hickey was there, you do remember that? A. Yes.

Q. And what was discussed in general? A. Well, what they wanted written into the contract that they presented to the Company.

Q. And did George Hickey discuss this? A. Yes, sir.

Q. Now, did you ever talk to George Hickey after that time? A. Yes, sir, I talked to him after that time.

Q. Do you recall when that was, sir, concerning the Union? A. About the only instance that I remember talking to him was he had

told me that Mr. McFee wanted me to come to the motel and assure him
23 that I was with them, that he had wondered whether I was with them or not.

Q. And you remember when that was? A. I believe that would have been on the 23rd or around the 23rd of November.

Q. Now, did you ever get out of the Union? A. Yes.

MR. HOOVER: I will ask this to be marked as Respondent's Exhibit Number 16.

(Whereupon, the above mentioned document was marked Respondent's Exhibit No. 16, for identification.)

Q. (BY MR. HOOVER:) I ask you if you have seen that before?

MR. MC HUGH: May I see it, Mr. Hoover, please?

MR. HOOVER: Yes, sir.

MR. MC HUGH: Thank you.

Q. (BY MR. HOOVER:) I ask you if you have seen that before? A. Yes, sir.

Q. By that, I mean Respondent's Exhibit 16? A. Yes, sir.

Q. What is that, sir? A. This is, I believe, a copy of the letter that I wrote to the Union and asked them to withdraw my application for membership.

24 Q. And is this a carbon? A. I don't know. I believe--that may be the original. I can't tell.

Q. This is your signature? A. Yes.

Q. You wrote the letter? A. That is right.

Q. When did you write that letter? A. I believe it was November 24th.

Q. Would you explain to me the circumstances surrounding when you wrote that letter? A. Bobby Norred and I talked--

MR. ADAIR: I object. This is completely immaterial and irrelevant.

MR. HOOVER: They brought--

TRIAL EXAMINER: Who was talking?

THE WITNESS: Bobby Norred.

MR. HOOVER: Mr. Examiner, if I may refresh your memory of the testimony, one of their Witnesses discussed, in detail, a meeting among a group of these people with Mr. Clinton and other people and that is what this will get into. I mean, he is not going to go into detail about what Bobby Norred said. It was just his way of getting into that testimony.

TRIAL EXAMINER: I will ask you to do it the same way I asked
25 him to do it. Get him at the meeting and then you can qualify how he happened to be there.

Q. (BY MR. HOOVER:) All right, did you go to a meeting at Mr. Applebee's house? A. Yes, sir.

Q. How did you come about that you got there? A. On the morning of November 24th I called Mr. Clinton. I told him I wanted out of the Union. This is following the 23rd that George had told me that Mr. McFee wanted to know where I stood. O.K., I called Mr. Clinton with the purpose of signing that if I would lose my job.

MR. MC HUGH: I object to that, Mr. Examiner, as being self serving and irrelevant.

TRIAL EXAMINER: Well, just tell us. I will strike that but tell us what you told Mr. Clinton, not what your purpose was.

THE WITNESS: I told Mr. Clinton that I wanted to get out of the Union and that I didn't know how to get out. I wondered would I have any job.

MR. MC HUGH: I object to that and move to strike.

TRIAL EXAMINER: That is what you told Mr. Clinton?

THE WITNESS: That is exactly what I told Mr. Clinton.

26 TRIAL EXAMINER: Motion denied.

Q. (BY MR. HOOVER:) And what did he tell you? A. He told me that I would have my job.

Q. Is that all he said? A. I asked him how I could get out of the Union and he said, "Find somebody that knows. Why don't you check with your father-in-law."

Q. All right, and then how--your father-in-law is Mr. Applebee, is that right? A. That is right.

Q. How did you get to Mr. Applebee's house? A. I called Mr. Applebee, I didn't want to talk to him down there in his place of business. He told me to go over to his house.

TRIAL EXAMINER: What is his place of business or what does he --

THE WITNESS: Parker Fertilizer Company.

TRIAL EXAMINER: All right.

Q. (BY MR. HOOVER:) Go ahead.

TRIAL EXAMINER: I guess we need another question.

MR. HOOVER: He was just answering that one.

THE WITNESS: So I went over to his house and waited, and Bobby Norred and Grover Blankenship came over there, and Mr. Joe Dark came over later and I believe Mr. Clinton later. I can't say for sure.

27 It was either Mr. Dark got there and then Mr. Clinton, or Mr. Dark came in first. Now, I don't know how they got there or when they got there.

Q. (BY MR. HOOVER:) All right, so after everybody got there, then, did you tell Mr. Clinton that you wanted out of the Union? A. Yes, sir.

MR. MC HUGH: I think this is somewhat leading, Mr. Examiner.

TRIAL EXAMINER: Sustained.

Q. (BY MR. HOOVER:) All right, did you talk to Mr. Clinton? A. Yes, sir.

Q. And what did you tell him? What did you say to him? A. I told him that I wanted out of the Union. That I didn't know how to get out of the Union. Grover Blankenship wanted --

MR. ADAIR: I object. He didn't ask him what did Grover Blankenship say.

TRIAL EXAMINER: Go ahead.

Q. (BY MR. HOOVER:) What else was said? A. Grover Blankenship said he wanted some agreements written on paper about Sunday work and nobody that was in the Union would lose their job, and Mr. Clinton said he couldn't make any agreements nor write any agreements. 28

Q. Now, did you state anything about any other people wanting out of the Union? A. Yes.

Q. Who did you tell that to? A. Mr. Clinton.

Q. What did you tell him? A. Bobby Norred said Grover--Gary Smith wanted out.

MR. MC HUGH: I object. This is hearsay.

Q. (BY MR. HOOVER:) Well, what did you say? A. I said that Jerry Lawler--

TRIAL EXAMINER: Just a minute. This was said in the presence of Mr. Clinton, was it not?

THE WITNESS: Yes, sir.

TRIAL EXAMINER: I will deny the motion to strike.

MR. MC HUGH: He said what Bobby Norred said, Mr. Examiner. Bobby Norred supposedly said what another employee wanted to do and I move it as being hearsay second removed.

MR. PROWELL: It may be hearsay, Mr. Examiner, but this is a matter on which the Respondent was required to take some action.

We submit he has argued about the weight of the evidence as opposed to the admissibility of it now.

29 TRIAL EXAMINER: It was said in the presence of Mr. Clinton and it could be the basis of any actions that he took. He is not limited in the actions he took to having direct testimony as distinguished from hearsay, so I will deny the motion to strike.

Q. (BY MR. HOOVER:) All right, what did you tell him? A. I told him that Jerry Lawler had said that he wanted out.

Q. All right, now, tell me about your conversation with Mr. Clinton at that time? A. I don't think there was any conversation other than what we have just covered. He said that he couldn't tell us anything, that he had to make a phone call.

Q. Did he make a phone call? A. Yes, sir.

Q. So what happened? A. He asked us to leave the room, so we went outside. We went out in front of the house and it was cold, and we got cold so we went into the house and back into the bedroom.

And when he got off the phone he said that he couldn't say anything or tell us anything.

My question as to how to get out of the Union --

30 MR. MC HUGH: I object to this as being unresponsive to a question.

Q. (BY MR. HOOVER:) So when he told--

TRIAL EXAMINER: Sustained.

Q. (BY MR. HOOVER:) When he told you that, what did he do? A. He left.

Q. And you stated you got out of the Union. How did you do it? A. I wrote this letter.

Q. How did you know to write that letter? A. Mr. Dark had a letter in substance the same as this one.

Q. And after you wrote the letter what did you do with it? A. I made out 3 copies and I took it to Modern Cleaners, and Mr. Dark mailed it for me, one copy, he said was to go to Mr. Clinton and one to the Union and I just took 2 copies to him and I kept one myself.

TRIAL EXAMINER: What was this about Modern Cleaners?

THE WITNESS: I took these letters to Modern Cleaners. He said he would mail them for me.

TRIAL EXAMINER: Is that where he works?

THE WITNESS: Yes, sir.

TRIAL EXAMINER: Or his place?

31 THE WITNESS: Yes, sir.

MR. HOOVER: Mr. Examiner, at this time the Respondent proposes to offer Exhibit 16 into evidence.

TRIAL EXAMINER: Any objection?

MR. MC HUGH: If it is offered for the purpose of proving that a letter was sent, we certainly object.

If it is offered to be this Witness' writing, we have no objection.

MR. ADAIR: I object to it based on the materiality of the document.

MR. HOOVER: We will tie it up later on. We have shown--

MR. ADAIR: They can hold it until they tie it up.

MR. MC HUGH: I would like to know the purpose for which it is offered. The Witness has testified that it is a letter.

MR. ADAIR: There is not even any testimony that the letter was mailed.

MR. HOOVER: This man's withdrawal from the Union and we plan to tie it up later on. He stated that he mailed it--

MR. ADAIR: He did not state that he mailed it. He testified that he handed it to someone.

TRIAL EXAMINER: He said he--

32 MR. PROWELL: Mr. Examiner, it is not necessary to be mailed in order to be a withdrawal from the Union.

MR. MC HUGH: I am asking for the purpose for which it is offered, if it is intended to be a letter.

MR. HOOVER: For his withdrawal from the Union.

MR. MC HUGH: Is that the purpose?

MR. PROWELL: That is right.

MR. MC HUGH: Then I have no objection to it.

TRIAL EXAMINER: Are you going to undertake to prove that this was delivered to the Union?

MR. PROWELL: To the Company.

TRIAL EXAMINER: To the Company?

MR. PROWELL: Yes, sir.

TRIAL EXAMINER: I will receive it.

(Whereupon, Respondent's Exhibit No. 16 was received in evidence.)

Q. (BY MR. HOOVER:) I hand you what is in evidence as General Counsel's Exhibit 10 and ask you if you ever received a letter similar to that? A. Yes, sir.

Q. When did you receive a similar document as this? A. It was about the first of December.

Q. Now, what--what does this concern? A. It concerns the Taft-Hartley Act. It states--

33 MR. ADAIR: I object.

Q. (BY MR. HOOVER:) Did Mr. Clinton talk to you when he gave you that document? A. No, sir. He didn't talk to me. He read it to me.

Q. Where was it? A. It was in his office.

Q. He read this document to you? A. That is right.

Q. And since that time have you stayed out of the Union? A. That is right.

MR. HOOVER: We have no further questions.

* * * * *

CROSS EXAMINATION

Q. (BY MR. MC HUGH:) Mr. Wheeles, referring to Respondent's Exhibit 8, sir, which is a copy of the rules, did you ever discipline any employee for refusing to obey the rules? A. I don't believe that I ever had occasion to.

Q. Did you follow them pretty well? A. Pretty well.

34 Q. Did you smoke in the press room? A. Not after these rules were posted.

Q. When were they posted? A. They were posted on September of 1963.

Q. You have not smoked since that time in the press room? A. That is right, exactly.

Q. How do you know when they were posted? A. Because they are dated for one reason and I remember it was about that time for another reason.

Q. Why do you remember for that other reason?

MR. PROWELL: I object to that. That is argumentative with the Witness.

MR. MC HUGH: It is testing his memory, sir.

TRIAL EXAMINER: Well, I will permit it. Objection overruled.

Q. (BY MR. MC HUGH:) How else do you remember the date on those rules? A. No other way.

Q. No other way what? A. How I remember it.

Q. You just stated that you-- A. I don't, I told you how I remembered it and you said how other, now, there are no other ways that I remember it.

35 Q. That wasn't your testimony. You said before that you saw the date on there and you also remembered because of something else. My question-- A. I said because it was around that time of the year.

Q. And you didn't add because of another reason? A. No, sir, not to my memory, I didn't add another reason.

Q. That happened about 30 seconds ago.

MR. PROWELL: I object. This is argumentative.

TRIAL EXAMINER: I thought what Counsel was getting at was do you recall any other incident that occurred around that time that caused you to recall that this was up in September of 1963?

THE WITNESS: No, I don't. No, I don't recall.

Q. (BY MR. MC HUGH:) And the only reason you remember that those rules were posted at that time is that the date that appears on there. That is the only way you have of recalling that, now? A. Yes, and what I had told you previously. That it was at that time of the year.

TRIAL EXAMINER: Do you mean it was in the fall of the year?

THE WITNESS: Yes, sir, around that time of the year.

36 TRIAL EXAMINER: Early fall?

THE WITNESS: That is right.

Q. (BY MR. MC HUGH:) You stated that you made a report out in which you wrote down the names of employees and the mistakes they were to correct--what kind of document is that? A. Ask the question again. I didn't get the whole question.

Q. You stated that you wrote down mistakes that employees performed on a certain, on a certain sheet, on direct examination. Do you recall what I am talking about? A. Yes.

Q. What do you call that? A. This is written directly on the comic, itself. I file a copy with the office.

Q. It is the comic. It is the top page or so, isn't it? A. No, sir, it would be any page.

Q. And you write down the name of the employee beside the mistake you want him to correct, is that your testimony? A. Yes. Not all of the time, but if we are having a lot of mistakes, that is--

37 Q. How long have you been doing that? A. I couldn't say exactly how long I have been doing that.

Q. Have you been doing it since you were a Head Pressman? A. No, not when I first started running the press, I didn't do it.

Q. Within the last 6 months, have you started doing it? A. I don't remember.

Q. After the Company-- A. I think it has been done within the last 6 months.

Q. After the Company notified you you were a supervisor, that is when you started doing it, isn't it? A. No, sir.

Q. Tell me when you started doing it? A. I started doing this before the strike.

Q. Before the strike? A. Right.

Q. All right, and-- A. Or before the Union.

Q. How much before the strike? A. 6 months.

Q. 6 months or so? A. Yes.

38 Q. But you never did it before that time? A. On occasion.

Q. You just testified that you didn't do it before that time?

MR. PROWELL: I object, that is argumentative. The record speaks for itself.

TRIAL EXAMINER: Sustained.

Q. (BY MR. MC HUGH:) Well, you started doing it pursuant to specific instructions, didn't you? A. Sir, I am sorry, I didn't understand you.

Q. You started doing this pursuant to specific instructions, did you not? A. Pursuant?

Q. Pursuant, following instructions? A. I believe so.

Q. And you don't recall when you got these specific instructions? A. Not exactly.

Q. But it was before the Union came in, you said? A. A long time before the Union came in.

Q. You testified that you called Wilbur Holmes in when you have maintenance trouble? A. Yes.

Q. Do you also call Leck Horton? A. Do I also call Leck Horton?

39 Q. Yes, sir. A. On mechanical trouble, yes, sir.

Q. You testified that Guy Wheeles came to you--I am sorry, that Wilbur Holmes came to you when he came in and you assigned him a helper? A. That is right.

Q. That is right? A. That is right.

Q. And you also testified that you showed Wilbur Holmes what to do on the work that had to be done, you told him where the trouble was? A. That is right.

Q. Are you skilled in electrical work? A. No, sir.

Q. How do you know whether to tell him what to do? A. I said I told him where the trouble was.

Q. You just point out to him where it is and say you fix it, is that right? A. That is right.

Q. You testified that if an employee had to--do you ever discipline an employee on the press? A. I don't believe that I ever have.

Q. Have you ever sent an employee home? A. Yes, sir.

Q. Who was that? A. Send him home?

40 Q. Yes, sir. A. No, sir.

Q. My question is, did you ever send any employee home on your shift? A. Not send him home, no, not--I don't know exactly how you mean the question. I have excused men to go home. If that is what you mean.

Q. Who have you excused to go home? A. I have excused several men to go. One, I don't recall all of them. Jerry Dees is one that I do remember.

Q. When did you excuse Jerry Dees to go? A. I don't remember that. I remember that his wife was afraid at night and she called out there and wanted him to go home and I excused him.

Q. Did you call Leck Horton? A. No, sir.

Q. What job did Jerry Dees perform? A. I believe he was a delivery man.

Q. Was he an extra man at that time? A. Evidentially he was.

Q. You didn't call Leck Horton? A. That is right.

Q. You just let him go home on your own authority, is that right?

41 A. That is right, exactly.

Q. Are you positive of that? A. Yes, sir.

Q. How long ago did it take place? A. I don't know.

Q. Approximately? A. Oh, me, let's see. It must have been approximately--a rough guess, 4 months, 5 months prior to the strike.

Q. And you just let him go because his wife was sick, or she didn't want to be left alone? A. Because his wife--he told me that his wife called. He got a phone call. I answered the phone and he came to the phone and I called him to the phone and he said that his wife was afraid.

Q. He didn't come in? Was that your testimony? A. Didn't come in what?

Q. He didn't come to work?

TRIAL EXAMINER: He was at work?

THE WITNESS: He was at work.

TRIAL EXAMINER: He received, a phone call came in and the Witness answered the phone and it was Dees' wife and she wanted to speak to her husband and this Witness put her husband on the phone and afterwards --

Q. (BY MR. MC HUGH:) Dees asked you if you wanted to go home?

42 A. Dees said, "My wife is afraid. I would like to go home."

Q. And you didn't get a replacement for him? A. I don't believe that I did.

Q. You testified that you only work about 10% of your time manually. What do you do the other 90% of your time? A. Watch the press, draw up register copies.

Q. Is that working with your hands? A. Drawing up register copies is not working with your hands. Watching the press is not working with your hands.

Q. What else do you do? A. Fill out my report.

Q. Is that working with your hands? A. If writing with a pencil is, it is. I don't know.

Q. What else could it be?

MR. PROWELL: I object. It is argumentative.

TRIAL EXAMINER: Sustained.

Q. (BY MR. MC HUGH:) What else do you do with your hands? A. I do a lot of things with them.

Q. About 90% of your time? Do you set ink? A. Yes, sir.

43 Q. Do you do that with your hands? A. Yes, sir.

Q. Do you shut the press off if it is necessary? A. Yes, sir.

Q. Do you do that with your hands? A. I push the button.

Q. Do you do minor maintenance? A. Minor maintenance, yes, sir.

Q. Do you do that with your hands? A. Yes, sir.

Q. Do you ever do the job of a roll man? On occasion? A. I think I have.

Q. And do you perform that manually? A. Yes, sir, with my hands.

Q. Do you ever take papers off the fly or perform the job of delivery man on occasion? A. Yes, sir, to sometimes help the fly boy catch up, you know.

Q. And you do that manually? A. Right.

Q. Do you ever help stack copy? Do you ever help stack the papers after they come off? A. I don't know.

Q. You don't know? A. I don't know what you mean. No, my job,
44 I do not help stack copies, no.

Q. You have never stacked any copies? A. Yes, sir, I have stacked copies.

Q. Do you plate the press? A. I have plated the press.

Q. Do you do that with your hands? A. Yes, sir.

Q. Takes some time, doesn't it? A. Some time.

Q. Don't you have to constantly watch the press while it is running and occasionally adjust the ink so that it inks properly and the right color on the copy? A. You have to watch the press constantly, yes, sir.

Q. And if the ink requires adjusting, you perform this manually, do you not? A. If the ink requires it, yes, sir.

Q. And how many times in a given night would ink require adjusting in order to assure a conformed copy? A. That would be impossible to say. It might require quite a while and then again it might run all shifts and never need it.

Q. Had you ever been told that you were a supervisor before you got this letter? A. Yes, sir.

45 Q. When? A. Those rules there--not orally, I never have been told that I was a supervisor.

Q. But you are familiar with the rules? A. Yes, sir, fairly familiar.

Q. Do the employees on the press, when you are the man in charge, do they generally know their job well? The Oiler, the Fly Boy, the

First and Second Assistant? A. When we first started up there, nobody knew anything.

Q. Well, approximately around November of 1963, did the employees know their jobs well? A. November of 1963?

Q. 1964? A. They knew it fairly well in 1964, yes, sir.

Q. So well sothat they had to be told nothing at all about their work, isn't that correct? A. As to how to do their work, that would be correct.

Q. And these employees and yourself included, generally did the same work every shift? A. I am sorry. Would you repeat. I couldn't understand you.

Q. These employees on the press, as well as the man in charge, performed the same job every shift, did they not? In other words, a
46 Roll Man would perform the job, the same job as a Rollman every time he worked as a Rollman, would he not? A. Every time that he worked as a Rollman?

Q. Even though he may be shifted around on the schedule? A. Right. Each time as he worked as a Rollman it would be the same.

Q. And that is true as to the man in charge. His duties were the same every time he worked as the man in charge, was it not? A. Basically the same.

Q. All right, so that you performed routine work, did you not? A. I wouldn't say routine work.

Q. Scheduled work, would you call it? A. I would say--

Q. Once you accomplished a degree of skill, it was routine, was it not?

MR. PROWELL: I object, this is argumentative.

TRIAL EXAMINER: Overruled. You may answer.

THE WITNESS: I wouldn't say that the work was routine, no.

Q. (BY MR. MC HUGH:) You did know that it was--you did your job well, did you not? A. I didn't know all there is to know about it.

47 Q. You knew your job well enough to be a head pressman, didn't you? A. I think so.

Q. And you did it over and over, did you not? A. I was Head Pressman for some time.

Q. And if anything came up out of the ordinary you would call Leck Horton, would you not? A. I wouldn't say that.

Q. What would you say about call Leck Horton? A. I called Leck Horton when I needed him.

Q. And what kind of an occasion would require you to need Leck Horton? A. A break down that I couldn't fix or that I didn't feel like I should start trying to fix. That about covers it.

Q. To your knowledge do the janitors clean up around the plant? A. Yes, sir.

Q. Do they mop and sweep? A. Yes, sir.

Q. Do they clean up in the rest rooms? A. Yes, sir.

Q. Do they clean up in the cafeteria, the lunchroom? A. That is right.

48 Q. Have you ever seen them working on the press? A. On the press, yes, sir.

Q. What were they doing? A. Cleaning up grease, ink. Cleaning out drip pans.

Q. Mop it up, clean it up with rags? A. Clean it up with rags and drain ink out of the drip pan.

Q. With respect to your Union activities, Mr. Wheeles, you testified that the first time you talked with anyone about it it was with George Hickey. You came to see him-- A. I don't believe I testified exactly to that. I said the first meeting that I was at was at George Hickey's house.

Q. How did you first find out about the Union? A. Johnnie Thomas told me.

* * * * *

52 Q. You later signed the Union petition? A. I believe that petition had already been signed, I am not sure.

Q. Who asked you to sign it? A. Bobby Gaston.

Q. Where did he show it to you? A. In the locker room at the Color Printing.

Q. Did anybody else sign it at that time with you? A. Bobby Norred.

Q. There were two of you there, were you not, at that same time? A. That signed?

Q. Yes, sir? A. Yes, sir.

Q. In fact, Bobby said, here it is, Guy, you can sign it if you want to, didn't he? A. Bobby Norred said that?

Q. Yes, sir. A. Bobby Norred?

Q. Bobby Gaston? A. No, I don't remember exactly what he did say. 53

Q. Well, would you say he forced it on you? A. No, he didn't force it on me.

Q. You signed it of your own free will, didn't you? A. I told him I didn't like the idea.

Q. Did he make you sign it? A. No, he didn't make me sign it.

Q. You didn't like it but you signed it, huh? A. That is right.

Q. This is General Counsel's Exhibit 3. It is a copy. It is a little faded. Does your signature appear on there? A. Yes, sir.

Q. Right below the signature which purports to be that of Bobby Norred? A. Yes, sir.

Q. As a matter of fact, you never--you never told Mr. McFee that you desired to get out of the Union, did you? A. That is right.

Q. Mr. McFee told you at a Union meeting in Childersburg that if anybody wanted to get out all they would have to do is say so right then and there, did he not? A. I was not at any Union meeting in Childersburg, ever.

54 Q. Well, at the meeting at George Hickey's house, do you recall the conversation with Mr. McFee about your ability to leave any time you felt like you wanted to? A. I don't recall that.

Q. You don't recall that? A. No, sir.

TRIAL EXAMINER: You never sent your withdrawal letter to the Union yourself?

THE WITNESS: No, sir.

Q. (BY MR. MC HUGH:) You don't know who it was sent to, do you? A. Not first hand, no.

Q. You don't know if it was sent to anybody, do you? A. That is right.

Q. Did you personally give it to Mr. Clinton, your copy? A. No, sir.

Q. Do you know if it was given to Mr. Clinton? A. I think that it was.

Q. You just think? A. I know that it was.

Q. How do you know? A. He has a copy of it.

Q. That is not my question. How do you know he was given it?

55 A. He has a copy of it.

Q. Did you give it to him? A. No, I didn't.

Q. Who did? A. I do not know.

Q. But you know he has a copy? A. Yes, sir.

Q. Did you know how Bobby Norred was going to be at that meeting over at Mr. Applebee's house? A. Did I know what?

Q. How he happened to be there? A. No, I did not.

Q. Did you have a previous arrangement to meet him over there with Mr. Clinton? A. No, I did not.

Q. Did you know Leck Horton was going to be in the plant that night? On November 20th? A. I don't recall November 20th. I don't know what night you are talking about.

Q. Mr. Wheeles, I show you a copy of a document marked as General Counsel's Exhibit 14 for identification and ask you if you recognize that? A. I recognize it.

Q. What is it? A. It is a press run report.

56 Q. And who fills that out? A. I do, the Head Pressman.

Q. Do you sign it? A. Yes, sir.

Q. What information is requested or inserted in there? A. What information?

Q. What information do you put in this in filling it out? A. Do you want me to start word for word?

Q. Just generally? A. Generally, this explains the down time on the press, the reason for the down time. The copies run on which jobs, the web breaks and paster failures are put on this.

Q. And does your signature go right down here where it says Pressman's Signature? A. That is right.

MR. MC HUGH: I offer this document as General Counsel's Exhibit 14, Mr. Examiner.

MR. HOOVER: No objection.

TRIAL EXAMINER: I will receive General Counsel 14.

(Whereupon, General Counsel's Exhibit No. 14 was received in evidence.)

57 Q. (BY MR. MC HUGH:) One other thing on this, Mr. Wheeles, the documents state up here, "Pressman, Pressman, Pressman, Rollman."

Whose names are filled in there after you sign it under the place where it says "Pressman's Signature?" A. Nobody.

Q. Well, does this relate to anyone's job, pressman? Do you fill in your name on all 3 of those names of Pressman? A. No.

Q. Whose names are filled in on there? A. I just said nobody's name.

Q. Nobody's name is filled in on there? A. That is right.

TRIAL EXAMINER: Do you mean you leave those spaces blank after those words?

THE WITNESS: Yes, sir, we have to double up on some of that.

TRIAL EXAMINER: What do you mean?

THE WITNESS: Well, the delivery man, we have 3 delivery men and there is not 2 places for the delivery men's names as you have to put in 2 men on one line and one man on another.

MR. MC HUGH: You don't fill in the--does the First Assistant's or Second Assistant's name go in that position, go in that slot?

58 THE WITNESS: No, sir.

TRIAL EXAMINER: In the upper lefthand corner?

THE WITNESS: No, sir.

Q. (BY MR. MC HUGH:) Well, isn't that what that Pressman, Pressman, is referring to up in that upper lefthand corner? A. I don't know. I don't understand what you are talking about. No, it is not what it is referring to.

TRIAL EXAMINER: Well, after "Rollerman," do you put the Rollerman's name in there?

THE WITNESS: Yes, sir, Roller, Oiler, Delivery Man, Delivery Man, Delivery Man.

TRIAL EXAMINER: You put in the names of the Rollman, the Oiler and the Delivery man or men, but you don't put in the names of the Pressmen?

THE WITNESS: That is right.

TRIAL EXAMINER: Do you know why that is?

THE WITNESS: I think these were originally made up for some other place. I don't know.

Q. (BY MR. MC HUGH:) Is there a space on there for the First and Second Assistant Pressman? A. There is no place on any of it for assistant anything.

Q. You don't put their names anywhere on the document?

59 A. Whose names?

Q. First and Second Assistant Pressman? A. Yes.

Q. Where does that go? A. That goes by Oiler and Rollman.

Q. Oiler and Rollman? A. Yes, sir.

Q. As far as you know that is a company form, isn't it? A. Yes, sir.

Q. And it has been used since you have been Head Pressman? A. Yes, sir.

Q. You testified that you filled out an application for membership in the Union, didn't you, Mr. Wheeles? A. That is right.

Q. And you also borrowed $3.75 from Bobby Gaston to pay for the Union, didn't you? A. Yes, sir.

Q. To pay the initiation--this is the fee for the Union book on the history of the ITU isn't it? A. I believe it is.

Q. Did you pay that to Bobby Gaston? A. Yes, sir.

Q. Are you positive? A. I am almost positive.

60 TRIAL EXAMINER: Was that $3.75?

THE WITNESS: Yes, sir.

TRIAL EXAMINER: $3.75.

THE WITNESS: Yes, sir.

Q. (BY MR. MC HUGH:) This meeting at Mr. Applebee's house, approximately what time did it start? A. I don't know. Approximately anywhere from 8 until 10 in the morning. I don't know.

Q. Approximately what time did it end? A. Around 10, I guess, 10 o'clock. Around 10 I suppose.

Q. Approximately how long did it last? A. It didn't last--well, we were actually over there probably, to the best of my knowledge, about an hour and a half.

Q. Is the letter which Mr. Dark prepared for you the same one that he was going to give to Grover Blankenship? A. I don't know. I suppose it probably is.

Q. Do you recall Mr. Dark discussing the letter, do you not? A. I don't know that he discussed it there at the meeting. No, I don't know that he did.

Q. When did he ask you to sign it? A. He didn't ask me to sign it. I told him I wanted out and he said that he had this--in other words,

TRIAL EXAMINER: What do you mean?

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Q. When did he ask you to sign it? A. He didn't ask me to sign it. I told him I wanted out and he said that he had this--in other words,

61 I wanted out. He was going to tell me how to get out. That is all.

Q. Did he have it there with him? A. Yes, sir.

Q. Is that his writing on the letter? A. No, sir.

Q. Did he suggest the language for you to use? A. No, sir.

Q. You testified that you wanted out but you didn't know how to get out. Now, did you know how to sit down and write a letter?

TRIAL EXAMINER: Let me ask you.

THE WITNESS: I didn't know how to word it, no, sir.

TRIAL EXAMINER: Did you copy the wording of your letter from what Mr. Dark had already written?

THE WITNESS: Roughly. Now, maybe I left a word out here and put a word in there. It is along the same line.

MR. MC HUGH: That is all, sir. Thank you.

MR. HOOVER: No questions.

TRIAL EXAMINER: Just a minute. How many are on the night shift in the whole plant?

THE WITNESS: It would vary. Eight part of the time, 7 part of
62 time.

TRIAL EXAMINER: And that would be the press crew, plus, perhaps, a maintenance man or two?

THE WITNESS: Yes, sir.

TRIAL EXAMINER: This would not include anybody in stereotyping or plating or shipping?

THE WITNESS: That is right. Yes, sir.

TRIAL EXAMINER: They don't work on the night shift?

THE WITNESS: They go on home at 3:30 or 4 o'clock in the afternoon.

TRIAL EXAMINER: So in stereotyping and plating and shipping they just work the day shift, the first shift?

THE WITNESS: Yes, sir.

* * * * *

63 CROSS EXAMINATION

Q. (BY MR. ADAIR:) Mr. Wheeles, I believe you said that you assigned overtime to a man lapping over from one shift to the next? A. That is right.

Q. Tell us how that works, would you? A. Well, the only time a man would have to move over or go over onto another shift is when the shift coming in had a man short.

Q. And would that be your shift that was coming in? A. No.

Q. It wouldn't? What would it be? A. It would be the shift coming in relieving me. In other words, they are taking my place, my crews place. If they come up with a man short on their shift.

Q. Who does that work, then? Then you assign a man over to that shift, is that what you are saying? A. That is right.

* * * * *

66 Q. And is it your testimony, if your shift shows up a man short, that you go out and get them without first calling Leck Horton to find out who to get? A. Would you please repeat the question?

Q. Gladly.

67 If your shift shows up a man short, do you go out and get the man or do you call Leck Horton, first, and tell him and ask him who he wants you to get? A. If Leck Horton, if I can get in touch with Leck Horton, Leck Horton knows who has worked and who hasn't worked so it wouldn't work a hardship on them. I would call him, but if I can't get in touch with Leck Horton I would call the man.

Q. Oh, you do try to get him first before you get a man, is that your testimony? A. Normally.

Q. I see, so normally that is what you would do? A. For the reason I explained.

Q. Well, isn't there schedules posted as to who will work on a given shift? A. Yes, sir.

Q. And wouldn't you know who had worked and who hadn't worked? A. Yes, sir, most of the time.

Q. Well, couldn't you go down the list just as well as Leck to equalize this work, extra work? A. That is right.

Q. Well, why do you call Leck Horton, then, unless you are under instructions to do it? A. I am not under instructions to do it.

68 Q. But you do call Leck Horton-- A. Normally I would call Leck Horton.

* * * * *

REDIRECT EXAMINATION

Q. (BY MR. HOOVER:) I have some more, Mr. Examiner.

Mr. Wheeles, to clarify this, first, tell me what you do when you are in the outgoing shift and the incoming shift is minus one man, had one man too few. What you do on the outgoing shift? A. If the incoming shift has one man short, in other words, they need another man, I go around and ask, starting with the Oiler, which is usually or should be the top man in seniority and the next man, now, from him, if he doesn't want it, the next man down from him.

Q. Which men are we talking about, the men on your shift? A. My shift.

Q. Go ahead. A. The first man that wants to could stay over.

Q. Now, how long--stay over? Do you put him onto the incoming shift? A. That is right.

Q. How long will he work with that other shift? A. He could work until they could find out what happened to the man that didn't show up or

69 if the man never showed up, on through the shift.

Q. Now, the Head Pressman on that shift will find a relief for the man that has stayed overtime, isn't that correct? A. That is correct.

Q. Now, in other words, let's assume, here, that you are the shift that came in, now. Reverse yourself. You are the shift that has come in with a man short.

Now, how do you operate? A. I call--the first thing I would do if I noticed it before 11 o'clock or before whatever the shift was, it would be to call the man and see why he wasn't in.

Q. If you are minus a man when the shift starts at 11, where do you get a man to fill in? A. I tell the Head Pressman of the offgoing shift that I am short a man, would he please leave me a man.

Q. So he leaves you a man. That man stays how long? A. Until I can get the other man in. If I can't get the other man in, plumb on through the shift.

TRIAL EXAMINER: Suppose this man who carried over from the other shift wanted to go home and you had not been able to find somebody to take his place in your shift, what would you do about that?

THE WITNESS: If I had not been able--well, I would normally call
70 Leck Horton, but I don't have to call Leck Horton. If I can't get
in touch with Leck Horton I can call any man in, pressman in, to fill that vacancy.

TRIAL EXAMINER: My question was, has it ever happened that this carry-over man has had enough work for the day and he wants to leave and he tells you so, and you have already failed to get somebody to take his place. Has that ever happened?

THE WITNESS: I don't believe that that has ever happened. I surely don't.

MR. HOOVER: That is all.

RECROSS EXAMINATION

Q. (BY MR. MC HUGH:) Mr. Wheeles, you do down the line and ask him--people on the outgoing shift, if they would like to work overtime, do you not? A. That is right.

Q. You don't tell the Oiler, "I want you to stay here 2 hours a night," do you, you ask him? A. No, I don't ask him.

MR. MC HUGH: That is all.

MR. PROWELL: Wait a minute. He didn't let him answer.

TRIAL EXAMINER: You may answer.

MR. MC HUGH: I am sorry.

71 THE WITNESS: If the Oiler turned it down one of them would have to stay and I would tell them the low man on seniority that he would have to double over.

MR. MC HUGH: Has that ever happened?

THE WITNESS: No, sir, somebody wants it before you get to the bottom.

Q. (BY MR. MC HUGH:) How do you know if that is the way it is done if you have never had it happen? A. I have never been presented with it before.

Q. And you don't know how it would be done if it came to that -- A. I know exactly how it would be done, just like I stated it.

* * * * *

WILBUR HOLMES

was called as a witness by, and on behalf of, the Employer, having been duly sworn, was examined and testified as follows:

TRIAL EXAMINER: Give us your name?

72 THE WITNESS: Wilbur C. Holmes, Route 4, Box 1221, Sylacauga.

DIRECT EXAMINATION

Q. (BY MR. PROWELL:) Mr. Holmes, are you employed by Dixie Color Printing Company? A. I am.

Q. About how long have you worked for them? A. Approximately 4 years, I guess.

Q. Before going on the Company's payroll did you work in the plant in some other capacity or for someone else? A. I did.

Q. Was that for a contract of some kind? A. Local contract.

Q. Now, what type of work do you do, Mr. Holmes? A. I am an electrician.

Q. Do you confine your work in the plant to electrical work or do you do some other kind in addition? A. I do other kinds of work.

Q. What kind? A. Well, unload ink. I do mechanical work, anything that comes in hand that has to be done.

Q. Are you the electrical foreman or the Chief Electrician? Are you known by those titles? Did the Company ever give them to you?

73 A. I got the title of Chief Electrician here sometime back. Before then I didn't have no title of foreman or nothing.

Q. Did you have anybody working under you, regularly, as an electrician? A. No.

Q. Do you have anybody working under you, regularly, in any other capacity? A. No, sir.

Q. Suppose you need a helper, someone to assist you. What do you do? How do you go about getting someone to help? A. I have to check with Mr. Horton or Mr. Clinton.

Q. Do you have any authority to go over and pick up a man and tell him to come and help you or do anything that you want done? A. No, sir.

Q. Do you do any welding? A. On occasions I do a little welding.

Q. Do you work on the air compressor? A. I do.

Q. How are you paid, Mr. Holmes? A. Paid hourly.

Q. By the hour? A. Guaranteed 48 hours a week.

74 Q. Did you get a bonus last Christmas? Or at the end of the year, somewhere along there? A. About a couple of years ago we all got a bonus.

Q. How much did you get? A. We all got turkeys.

Q. Did you get any money? A. I got a little, I guess.

Q. Do you remember how much? A. It might have been $100.00.

Q. Did you get $500.00? A. No.

Q. Do you have a helper working for you? If you have a helper working for you do you have any authority to hire or fire that man? A. No, sir.

Q. Do you have any authority to recommend that any man be hired or fired? A. No, sir.

Q. Can you exercise your own independent judgment in changing a man's classification or changing his assignment? A. No.

Q. When he is working with you, what do you do? How --

MR. ADAIR: I object.

Q. (BY MR. PROWELL:) How do you tell him what to do?

75 TRIAL EXAMINER: You object?

MR. ADAIR: I object because I think he should ask him what he does or how he does it, but not--

MR. PROWELL: That is what I asked him. How does he do it.

TRIAL EXAMINER: Give it again, will you, please?

Q. (BY MR. PROWELL:) I said, when you have a man assigned to help you, how do you give him, tell him what to do?

TRIAL EXAMINER: I will permit it. Overruled. You may answer.

THE WITNESS: Well, I know what there is to be done, what kind of work we are trying to do, so we just work together on it.

MR. ADAIR: I object and move that the answer be stricken. It was not responsive to the question, "How do you tell him what to do."

TRIAL EXAMINER: I will grant the motion.

Q. (BY MR. PROWELL:) All right--

TRIAL EXAMINER: What we want to know is, Mr. Holmes, you have got this man to help you. Now, what happens then. You have got a job to do and you have a man to help you. How do you get it done? What do you do, with respect to the man. What do you say to the man?

76 THE WITNESS: I tell him what we have to do and what material we have to have and go gather it up.

Q. (BY MR. PROWELL:) Do you work along with the man? A. Yes, sir, if I have time I do.

Q. And if you don't have time, what are you doing then? A. I go off and leave him. He works by himself until I get back if I am working on something else.

Q. And do you work with your hands? A. I do.

Q. Do you spend--how much of your time do you spend working with your hands? A. Just about all of it.

Q. Now, do you have any authority to reprimand or to discipline an employee if he is assigned to you? A. No.

Q. Have you ever had occasion when the man wouldn't do what you laid out, what you suggested? A. No.

Q. Has anybody ever told you that you have the authority to discipline an employee if he didn't do what you tell him? A. No.

Q. How often would you say you have someone assigned to help
77 you, I mean with what frequency? A. Well, that all depends.

Q. Well, I mean, might you have somebody assigned to you for a week or two at some time? A. It is possible if we had an extra man and some work needed to be done I might have one.

Q. For what periods of time would you possibly go without having anybody assigned to you? A. It could be a long time and it could be short. It all depends. If something breaks down or if something new has to be added, why, time can vary.

Q. Has there ever been a matter of weeks that you didn't have anybody at all? A. Yes, sir.

Q. Where does the man usually come from that is assigned to help you? A. Normally it would be an extra man off of the press.

Q. Do you know whether or not that man continues to carry his status among the press crew while he is working for you? A. I imagine he did.

MR. ADAIR: I object and move it be stricken from the record, what he imagines.

MR. MC HUGH: I--

78 THE WITNESS: He goes back to the press--

TRIAL EXAMINER: I will sustain the objection. Strike the answer. Let's start over.

Q. (BY MR. PROWELL:) He does go back to the press when he leaves you? A. He goes back to the press.

MR. ADAIR: I object as a leading question and an answer without a question there. I object and move that it be struck from the record.

TRIAL EXAMINER: It may stand. Overruled. Motion denied.

Q. (BY MR. PROWELL:) Do you attend any kind of meetings of supervisors or supervisory meetings at the plant? A. No.

Q. Have you ever attended any? A. No.

Q. There is some testimony in the record, Mr. Holmes, about insurance.

First, let me ask you, do you know whether or not you get the same or a different insurance fringe benefit coverage from the other hourly rated people? A. Well, no more than what I pay for. I think everybody can get it if they wanted to pay for it.

MR. ADAIR: I object, the answer is not responsive.

79 MR. PROWELL: I agree.

TRIAL EXAMINER: I will strike it.

Q. (BY MR. PROWELL:) Let me ask you this way.

First, do you get the same benefits that the other hourly rated employees get? A. Yes, I get that.

MR. ADAIR: I object and move it be stricken unless he shows how he knows it.

MR. PROWELL: We are fixing to go into it a little deeper.

MR. ADAIR: And ask him what he gets.

TRIAL EXAMINER: It may stand. Motion denied.

Q. (BY MR. PROWELL:) Do you have a special--let me ask you this.

How much life insurance do you have, do you know? A. 10 or $12,000.00 worth, I reckon.

Q. Now, do you also have a major medical policy? A. I think so.

Q. Is that a part of your life insurance policy or is that a separate-- A. Part of the life.

Q. --policy? A. Part of the life.

Q. Do you have to pay extra for that or not? A. I do.

80 Q. Do you make any contribution to the remainder of the insurance program that you have?

MR. ADAIR: Would you mind reading that question, please?

(Question Read.)

MR. ADAIR: I object. That assumes facts not in evidence. He has not testified whether he has any additional insurance program.

Q. (BY MR. PROWELL:) All right, if you want to be technical. Are you covered by hospitalization? A. I am.

Q. Now, do you make any contribution toward your hospitalization type of program? A. Yes.

Q. Do you know whether or not you make the same contribution as all other hourly rated employees? A. As far as I know, I do.

Q. Now, in addition to the contribution that you make for your hospitalization, state whether or not you have to make additional payments for your life insurance and your major medical coverage? A. I do.

Q. Now, Mr. Nickolson, did he ever work with you as a helper?

81 A. Yes, sir, he has worked with me as a helper.

Q. On more than one occasion? A. Yes, sir.

Q. Can you testify as to what is the greatest length of time he ever worked with you, to your knowledge? I mean the longest number of days at any one time? A. Do you mean with the Company or before?

Q. With you, since you have been with the Company? A. With the Company. The best I can recall, it wasn't but 2 or 3 days and part of the time it was not all day then.

Q. Has he worked with you on more than one occasion since you have been with the Company? A. Maybe once or twice. I don't recall exactly.

Q. Did he work with you somewhere else before you came to work for this company? A. Yes, sir.

Q. Does Mr. Nickolson have an electrician's license? A. No.

Q. Mr. Nickolson testified that something came up in connection with a roll of wire to go on a new press.

Do you know anything about a roll of wire that was to go on a new press? A. Yes, sir, we had quite a few rolls of wire there.

Q. Did you have an occasion in which, about November of last
82 year, one of them was sent out of the plant? A. Yes.

Q. What happened? A. The wire was damaged about 100 feet down in it.

Q. And what did you do with it? A. Sent it back and got some more.

Q. Did you tell Mr. Nickolson that since the Company has found out about the Union they were going to ship the wire back because they weren't going to need it on the new press, because of the Union coming in? A. I don't know. I don't recall telling that.

Q. Well, was that the reason that you sent it back? A. No.

Q. Now, Mr. Holmes, do you have any authority to discharge any of these colored employees who are working back there in the Maintenance Department of the plant? A. No.

Q. You were here in the hearing room part of yesterday, were you not? A. No, sir.

Q. You were not? A. No, sir.

Q. All right. There was some testimony yesterday concerning the use of a tow motor, a misuse of a tow motor.

83 First, let me ask you, what is your responsibility in connection with the maintenance or upkeep of the tow motors? A. I am supposed to keep them running.

Q. Are they electrical equipment or some other kind? A. Electrical.

Q. Did you have an occasion to observe one of the colored employees using the tow motor sometime in 1964 for some particular purpose? A. I think there was.

Q. Do you recall the name of the employee? A. I think his name was Fletcher Thomas.

Q. Approximately when did it happen? A. About a year ago, I imagine.

Q. Tell us about it. Tell us what happened? A. Well, he was pushing paper with a tow motor choking the motor down and that burns it up and you stall it and I told him he wasn't supposed to be doing it. It was on the bulletin board. You wasn't supposed to use that to choke it down like.

Q. You say it was on the bulletin board? A. A notice was, yes, sir.

Q. A notice was? A. Yes.

84 Q. Did he quit doing it at that time? He quit.

Q. Did you discharge him or send him home? A. No.

Q. Did you have any authority to do so? A. No.

Q. What did you do about it, if anything, after that? A. The next morning I reported it to Mr. Clinton.

Q. You went in and reported it to Mr. Clinton? A. Yes.

Q. What did Mr. Clinton ask you about it? A. I can't recall right now.

Q. Well, did you report all of the details to him? A. Yes.

Q. Do you know whether or not Mr. Clinton made an investigation to determine any further than talking with you? A. I couldn't say.

Q. Do you know whether or not some time after that Fletcher Thomas was let go? A. I think he was.

TRIAL EXAMINER: Fletcher--

MR. PROWELL: Thomas.

TRIAL EXAMINER: All right.

85 Q. (BY MR. PROWELL:) Did you make a statement--did you have a conversation with George Hickey in the late summer in which he asked you if you had fired a colored man and that you told him that you had caught him using a tow motor as a truck and if you had your way, that you would fire every one of them, meaning the colored people? Did you make that statement? A. I don't think I did.

Q. Had you discharged anybody up to that time? A. No.

Q. Have you ever discharged anybody? A. No.

Q. Did you have a conversation with Mr. Gaston in the summer of 1964 in which you told him that you caught an employee misusing a tow motor? Do you recall making any such remark? A. I don't recall if I did.

Q. Did you tell him that you had talked to the colored employee or was he there even at the time--was Mr. Gaston there at the time you talked to this colored employee?

MR. MC HUGH: I object to the question. He said he can't recall it.

MR. PROWELL: I asked him about something else. This is a different situation now.

86 TRIAL EXAMINER: I will permit it, overruled.

Q. (BY MR. PROWELL:) I said was Mr. Gaston present when you found this employee misusing the tow motor? A. I couldn't say, but I don't think he was.

MR. MC HUGH: I move to strike the answer as being vague and unresponsive.

TRIAL EXAMINER: Denied.

Q. (BY MR. PROWELL:) Did you have a conversation with Mr. Clifton in the lounge in August of 1964 in which you made a remark that one of the colored employees had made some statement to you and you made the remark, "You won't see that young buck around here after tomorrow."

Did you make that statement? A. I don't recall it if I did.

Q. Well, did you have any authority to fire anybody there for making a remark to you? A. No.

Q. Mr. Holmes, have you been asked to join this Union? A. Oh, yes. I have been asked to come in with them.

Q. Do you remember who was the first one that asked you? A. I believe Nickolson told me I had better come in with them.

87 TRIAL EXAMINER: Nickolson?

THE WITNESS: Nickolson, right.

Q. (BY MR. PROWELL:) Where did that take place, do you remember? A. Off hand I couldn't say. It was somewhere in the plant.

Q. Was that prior to the strike, then, before they went out? A. It was.

Q. Do you recall whether you have been asked by anyone else or not? A. There is a number of them said, "You had better come on in with us."

Q. Did you join up? A. No.

Q. Since they have gone on strike, have you been asked to come out and join the strike? A. Well, I don't know whether they was joking or what they meant but they have said it.

Q. Can you tell me who said it to you, the ones that you can remember? A. Well, George Hickey has told me I had better come on out there with them.

Q. Any others? A. Harold Ogle shook his check to me and said, "You had better come on and get some of this easy money."

88 Q. Anybody else? A. I believe Tom Smith said, "You had better come on in with us." A number of them said it.

Q. Did you ever have a conversation with Mr. Shaphan Grant concerning Mr. George Hickey? A. Yes, there has been a lot of conversation about George Hickey.

Q. Well, tell us first about when did this particular conversation take place, if you recall? A. Oh, 3 or 4 or 5 months after the plant started up.

Q. What was Mr. George Hickey's position at that time? A. He was Head Pressman.

Q. What was the conversation? A. The boys were sort of hot at him.

TRIAL EXAMINER: Was what at him? What was that?

THE WITNESS: The boys were sort of hot at him.

Q. (BY MR. PROWELL:) What did Mr. Grant say to you? A. Well, there had been some confusion there about the way George was working them. They didn't like it. They didn't like to be hollered at and stuff like that.

Q. That is all you remember about the conversation at that time?

89 A. Yes.

Q. Mr. Hickey testified concerning a shipment of wire, he said that you made the remark that it was going to be shipped out because the new press was not going up. It was being sent back because of the Union.

Is that--did you have a conversation with him about some wire being sent back, if you recall? A. There might have been some discussion there but the Union wasn't mentioned. The wire was sent back because it was damaged.

Q. Was the wire sent back on only one occasion that you can recall or more? A. That is all, just one.

TRIAL EXAMINER: Who was the Witness referring to there?

MR. PROWELL: Hugh Hickey.

Q. (BY MR. PROWELL:) There has been some testimony here, Mr. Holmes, with respect to the ordering of material or parts. Do you have anything to do with the ordering of any supplies or parts or materials in the plant? A. I order small items, small stuff.

Q. Can you do that on your own or how is it done? A. If it amounts to very much there has to be a purchase order made out and Mr. Clinton has to sign it.

90 Q. Now, are there occasions when you have to come into the plant at night? A. I do.

Q. How do you know to come to the plant? A. Well, after 4:30, the Head Pressman calls me.

Q. When you come in under whose supervision are you working? A. The Head Pressman is telling me what to do.

Q. Who do you consider to be your boss while you are in there? A. I consider him the boss of the plant.

Q. Who tells you what is to be done? A. The Head Pressman.

Q. When the work is completed who do you report to? A. I report to him, the Head Pressman.

MR. PROWELL: I have nothing else.

CROSS EXAMINATION

Q. (BY MR. MC HUGH:) Do you recall this conversation with George Hickey about this janitor, Mr. Holmes? A. I don't recall it.

Q. You don't remember whether it took place or not? A. Well, I remember it taking place about the janitor pushing paper, yes, but I don't recall whether Mr. Hickey was present at that time or not.

Q. Well, who else did you have a conversation with about the tow
91 motor and the janitor? A. I don't recall discussing it with anybody
in particular.

Q. You didn't discuss it with George Hickey? A. I don't think so. I might have.

Q. Well, what did you say to him if you did? A. I don't remember discussing it, I said.

Q. Well, you said you might have? A. If I might have I would remember it. I could tell you what I said.

Q. So you don't remember, do you? A. Not definitely, I don't.

Q. You don't remember definitely whether you remember or not, is that right?

MR. PROWELL: I object to a question like this, Mr. Examiner. That is argument with the Witness, clearly.

MR. MC HUGH: I submit I am trying to ask the Witness whether he recalls a conversation or not.

MR. PROWELL: He has already told you he didn't.

TRIAL EXAMINER: I will permit it.

Q. (BY MR. MC HUGH:) Do you recall a conversation with George Hickey when you discussed the janitor? A. No.

Q. You are positive of that? A. Yes.

92 Q. Didn't you just testify on direct examination that you might have had a conversation with him? Or do you remember? A. I don't remember.

Q. Whether you testified to that on direct? You have a short memory, do you not, sir?

MR. PROWELL: I object.

TRIAL EXAMINER: Sustained.

Q. (BY MR. MC HUGH:) When this wire was sent back, because of what reason, sir? A. It was damaged.

Q. Did you have a conversation with--you saw Mr. Clinton about that wire? A. Yes, sir.

Q. How about O.B. Clifton? Did you talk with O.B. Clifton about it? A. O.B. might have moved it out because he was working in shipping at that time. He probably loaded it out.

Q. Did you talk with him about it instead of Mr. Clinton? A. I probably talked to both of them.

Q. Who decided that that wire had to go back? A. When I told Mr. Clinton it was damaged he decided to send it back and have it
93 replaced because we couldn't use it.

Q. Did you inspect it? A. Did I inspect it?

Q. Yes, sir. A. Yes, sir.

Q. Did you say anything to Mr. Clinton about what was the matter with it? A. I told him, yes.

Q. What was the matter with it? A. It was damaged about 100 feet down in it.

Q. What was damaged? A. The insulation on the wire.

Q. Had it come off? A. It had been gouged.

Q. Gouged? A. Tore.

Q. Tore? A. Pulled back.

Q. Pulled back? A. Yes.

Q. What did you tell Mr. Clinton? A. I told him we would have to send it back because we cut it short, ordered just enough to pull and you can't tape wire like that and pull it. You have to replace it.

94 Q. You mentioned that you had purchased some parts if they were in small amounts? A. Small items, yes, sir.

Q. What are small items? A. Oh, 10 or $12.00 worth.

Q. How about an exhaust fan on the press. Have you ever purchased parts for that? A. No.

Q. You are positive of that? A. Exhaust fan for a press?

Q. Yes, sir? A. Yes, sir, I am positive.

Q. What is the largest item you have ever purchased without going to Mr. Clinton for approval? A. Like I say, if it amounts to 10 or $12.00 you have to fill out a requisition.

Q. Has he ever sent back one of your requisitions over that amount? A. Over what amount?

Q. 10 or $12.00? A. No.

Q. They usually go through? A. Because he knows what it is and whether we need it or not.

95 Q. Is he in charge of the electrical department? A. Yes, sir, he is in charge of the whole department.

Q. But you are in charge of the electrical work, aren't you? A. I look after the electrical work, yes.

Q. Didn't Shaphan Grant work for you for a while? A. He worked with me some, yes.

Q. He is a qualified electrician, isn't he? A. He is.

Q. How about O. B. Clifton. Did he work for you? A. He worked with me some, yes.

Q. He is not as qualified as Shaphan Grant, is he? A. No.

Q. You got to kind of watch a man who is not as qualified in doing his work, do you not, around electrical work? A. It all depends on what kind of electrical work you are doing.

Q. Well, what kind of work did O.B. Clifton do for you? A. Threading pipe.

Q. Threading pipe? A. Yes.

Q. Did you tell him? A. You tell him how long a piece you want to cut and he would go thread it.

96 Q. How long did he work for you? A. It would vary. It might be a day and it might be next week before I use him again. It was an extra man.

Q. When you decided that you needed some assistance in your job, you went to Mr. whom, to ask for some help, Mr. Horton? A. If I needed help I would have to see Mr. Horton or Mr. Clinton.

Q. Were you ever assigned any help without your first asking for it? A. No, not that I recall.

Q. In other words, you had to usually go ask for help before you would get it? A. Well, I always needed a little help in the summertime.

Q. They didn't give you enough help? A. Well, you got a lot to do there, air conditioners and stuff like that and you can always use an extra man to help.

Q. How long did Shaphan Grant work with you? A. It varies. He was on some and off some.

Q. What is your hourly rate of pay? A. Hourly rate of pay?

97 Q. Yes, sir? A. About $3.00, I reckon.

Q. About? A. I never have figured it up.

Q. You don't know what your hourly rate of pay is? A. $3.62, I believe, something like that.

Q. Is that your testimony? A. Yes.

Q. Do you get the same pay every week? A. I am guaranteed 48 hours a week.

Q. Do you punch a clock? A. I fill out a time sheet.

Q. How many hours do you actually work in a week? A. It all varies.

Q. Some weeks you don't work 48 hours, do you? A. I normally put in 48.

Q. Some weeks you work less than that and some you work more than that, is that correct? A. I normally put in 48. If I put in any extra I am supposed to take it off.

Q. Isn't it true that some weeks you don't work 48 hours a week? A. No, I put in 48 hours most every week.

Q. That is your testimony that you always put in at least 48 hours a week? A. Yes.

98 Q. When you put in more than 48 hours a week do you get paid for more than 48 hours? A. Well, I take time off.

Q. You don't get overtime? A. No.

Q. You take your time off? A. Yes.

Q. When do you take your time off? A. Whenever I need to. Whenever it is convenient for me when I don't have anything to do.

Q. You have never worked less than 48 hours in a week? A. Well, not unless I have been out sick once or twice. That is the only time.

Q. Did the Company pay you if you are out sick? A. I am guaranteed 48 hours.

Q. Whether you work or not? A. Yes.

Q. What is Leck Horton's position with the Company? A. Plant Superintendent.

Q. How long has he had that position? A. Off hand. I couldn't say exactly. A year or more.

Q. He is the Press Foreman, isn't he?

99 MR. PROWELL: I object, Mr. Examiner, this is going outside the line and scope of direct examination. If he wants to call the Witness as his own he has a right to do so in rebuttal.

TRIAL EXAMINER: I will permit it. Overruled.

Did you answer that last question?

THE WITNESS: Plant Superintendent.

TRIAL EXAMINER: Plant Superintendent?

THE WITNESS: Yes, sir.

Q. (BY MR. MC HUGH:) When you have an assistant working with you do you have to check his work? A. Normally you do, yes.

Q. Are you responsible for any work that he does? A. I imagine I would be.

Q. This is true of Shaphan Grant, also? A. Yes, sir.

Q. Oscar Clifton? A. Yes.

Q. John Nickolson? A. Yes.

Q. Now, let's try to nail down this insurance, Mr. Holmes. You should know what your insurance benefits are with the Company, don't you, sir? A. What part are you speaking of, hospital?

Q. Your life insurance? A. Life insurance?

100 Q. Yes, you mentioned about 10 or $12,000.00. Let's have a better guess. A. I have 3 or 4 policies. Off hand that is about what it is. I would have to get it out and see.

Q. You don't know exactly? A. No, not to the thousands.

Q. And the Company, you say that you contribute to paying the cost of this insurance? A. I pay the premium, yes.

Q. You pay the entire premium? A. So far as I know, I do.

Q. The Company doesn't pay any? A. Not that I know of. I pay $85.00 or $100.00 a year on it. I pay it annually.

Q. And the Company doesn't pay any of it? A. I don't know whether they do or not.

Q. Did you ever ask? A. Do what?

Q. Did you ever ask them if they contributed part of the premium? A. No, I have never asked.

Q. But you think they do have 10 or $12,000.00 of life insurance on you? A. I think I got the policy. They haven't got anything on me.

101 Q. Through the Company? Wasn't this policy provided for you by the Company? A. I reckon it could be, yes.

Q. Well, was it or was it not? A. I got it from the Company, yes.

Q. You didn't go out to an insurance company and buy that on your own life, did you? A. No, no.

Q. All right, sir. Now, you mentioned that you got a Christmas bonus. How much was it? A. $100.00 and some dollars, I reckon.

Q. 100 or so? A. Yes.

Q. You don't remember that exactly? A. $100.00.

Q. Exactly? A. Yes.

Q. You are positive? A. Yes.

Q. Did you get a turkey? A. Yes, we all got a turkey.

Q. You got a money bonus and a turkey? A. Yes.

Q. Do you know what the--what kind of insurance the Head Pressmen receive from the Company, if any? A. I have no idea what kind they receive. 102

Q. Well, you testified on direct that you thought you had the same as the hourly rated employees, now, how do you know this if you don't know what they make or what they have? A. I think we all got the same policy, --

Q. You don't know for sure? A. No, I didn't go through the files and check it out.

Q. Then your answer to Mr. Prowell's question was not correct, was it?

MR. PROWELL: I object, that is argumentative.

TRIAL EXAMINER: Sustained.

Q. (BY MR. MC HUGH:) You do not know what the other hourly rated employees receive in the form of insurance benefits, do you, Mr. Holmes? A. Not definitely, no, I never have been in there.

Q. Not even approximately do you know? A. I think what I have heard we all got the same policy.

Q. You have heard that you all have the same policy? A. Yes, sir.

Q. Do you understand that the Head Pressman has a 10 or $12,000.00 life insurance policy? A. I don't know about that.

103 Q. Is that what you have heard? A. Hospitalization, I think we all got that.

Q. Does the Company have supervisory meetings? A. I imagine they do, I couldn't say.

Q. You don't know for sure? A. I don't.

Q. You testified on direct that you didn't attend any? A. I haven't been to any. I have had no cause to go to any. I am not a supervisor.

Q. I beg your pardon? A. I have no cause to go to any. I am not a supervisor.

MR. MC HUGH: I submit that be stricken.

MR. PROWELL: I submit it is responsive.

TRIAL EXAMINER: Motion granted.

Q. (BY MR. MC HUGH:) Do you know whether or not they have supervisory meetings? A. I don't know, not for sure, no.

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REDIRECT EXAMINATION

Q. (BY MR. PROWELL:) Mr. Holmes, if you work overtime in a week and do not take compensatory time off do you get time and a half for those hours above 48 hours a week? A. I do. 104

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CROSS EXAMINATION

Q. (BY MR. ADAIR:) Your 48 hours pay that you are guaranteed, that you receive, are you paid weekly, sir? A. Yes.

Q. You receive a check each week? A. Each week.

Q. And the 48 hours you receive is whether you work it or not, is that not correct? A. I am guaranteed 48 hours.

Q. Now, the 8 hours above 40 that you receive on your pay check that you are guaranteed, is that at time and a half? A. Yes.

Q. And that is in your check whether you work or not, at time and a half? A. That 8 hours, yes.

Q. Right? A. Yes.

105 Q. Now, you testified that when you came in at night to help repair a machine that you went to see the Head Pressman? A. Normally he is the one that calls me and he tells me what the trouble is before I ever get there.

Q. He tells you it is broken down? A. What won't run and what won't move, yes.

Q. When you get there is it your testimony that he shows you how to repair it? A. No, he tells me what the trouble is.

Q. What the trouble is? A. I am supposed to have sense enough to fix it, you see. That is what they are paying me for.

Q. And then you fix it on your own? A. No, he is not an electrician. If he was he wouldn't be calling me.

Q. That is logical. A. Uh-huh.

Q. Then when you get through you say you report back to him? A. I tell him it is ready to go.

Q. You just tell him it is ready to go and that is--A. It is fixed.

Q. Right and that is what you mean when you say you report back to him? A. Yes.

* * * * *

106 JOHN HORTON

was called as a witness by, and on behalf of, the Employer, having been duly sworn, was examined and testified as follows:

TRIAL EXAMINER: Give us your name and address?

THE WITNESS: John Horton, 200 Sara Lynn Drive, Sylacauga.

DIRECT EXAMINATION

Q. (BY MR. PROWELL:) Mr. Horton, are you employed by Dixie Color Printing Company? A. Yes, sir.

Q. What is your official capacity? A. Plant Superintendent.

Q. Prior to becoming the Plant Superintendent, were you working for the Company in some other capacity? A. Yes.

Q. What was that? A. Head Pressman.

107 TRIAL EXAMINER: When did you become Plant Superintendent?

MR. PROWELL: That was my next question?

THE WITNESS: September of 1963.

Q. (BY MR. PROWELL:) Now, how many Head Pressmen do you have? A. We have 3 Head Pressmen and one relief Head Pressman.

Q. The total of 4? A. Total of 4, yes, sir.

Q. Has that been true--was that true while you were a Head Pressman? A. Not for a long--I don't believe we had a relief Head Pressman at that time.

Q. All right, now, as Plant Superintendent are you in charge of the entire manufacturing process? A. Yes, sir.

Q. Do you, yourself, personally supervise some departments in that? A. I have the Maintenance Department. I am directly over the Maintenance Department and the Shipping Department.

Q. Do you have a foreman in charge of the stereo? A. Yes, sir.

Q. Do you have a foreman in charge of the plating room?

108 A. Yes, sir.

Q. And who is in charge of the press when it is running? A. The men in charge or the Head Pressman.

Q. Does the press operate one shift or does it operate on a rotating basis? A. Rotating basis.

Q. How about the stereo and the plating department? Do they normally operate one shift or more than one? A. Just one shift.

Q. How many men normally would you say would be in the stereo? A. 5 men, counting Gene Leslie, who is the foreman.

Q. And how many would normally be in the plating room? Is Mr. Foster in charge of that? A. Yes.

Q. How many men would normally be in there under Mr. Foster? A. We had 1 man under him for a long time and then sometimes when a new man comes in we put him in the plating room to get accustomed to the plates and usually we bring him into the press room after that.

Q. Do I understand your testimony there is one or two under him?

109 A. It is 1 or 2, yes, sir.

Q. The plating department and the stereo department, are they in the same room, the same open area? A. Yes, sir.

Q. Is that open area also the same area in which the press is located or is it in a separate room? A. It is in a separate room.

Q. Now, do you have some employees who engage in shipping?
A. Yes, sir.

Q. Did you testify that they work under your supervision?
A. Yes, sir.

Q. Do you have a shipping room that is separate and apart or is it a part of the room in which the press is located? A. It is separate.

Q. Now, do the shipping department employees normally work in the day time or do they work around the clock as the press does?
A. It is daytime.

Q. Do you have some employees who take the finished product from the press into the shipping room after the day shift goes home? In the afternoon? A. Yes, sir.

110 Q. Are they under you? A. Yes, sir.

Q. Are they a part of maintenance or in some other group in--

MR. ADAIR: I object. It is leading the Witness.

Q. (BY MR. PROWELL:) What group are they a part of?
A. They are a part of maintenance.

Q. Normally what hours do you observe at the plant, Mr. Horton?
A. From 8 to about 4:30 or 5 o'clock.

Q. Whose supervision are these maintenance people under at night time? A. They are under the Head Pressman's supervision.

Q. Are you familiar with General Counsel's Exhibit 11?
A. Yes, sir.

Q. Does that generally describe the duties of a Head Pressman as to his duties, authority and responsibility? A. Yes, sir, it does.

Q. Who enforces the plant rules in the plant at night with respect to--well, at night time? A. The Head Pressman does.

Q. Who do you look to to discipline employees at night after you leave the plant for infraction of plant rules or misconduct? A. The
111 Head Pressman.

Q. There has been considerable testimony here about the supplying of a relief man in the event of an absence. First let's take a temporary situation.

That is, without notice, a man does not show up for the midnight shift, what is the--what are the instructions? A. The man in charge or the Head Pressman can either call in a man that is off on his shift, who is normally off that day on his shift, or else he can call me and I will get him in.

Q. Suppose that is at 11 o'clock at night --

MR. MC HUGH: I object. The question is involving supposition, Mr. Examiner. We have got considerable testimony on the record as to what their actual duties are and what duties they have to perform. I see no need in burdening the record with questions of such a nature with nothing more than conclusionary responses.

TRIAL EXAMINER: I think it is better--

MR. PROWELL: May I complete my question?

TRIAL EXAMINER: I think it is better, actually, if you find out what has actually happened. When we talk about what might happen--

Q. (BY MR. PROWELL:) I will ask what is the authority--

112 TRIAL EXAMINER: Actually, I have permitted that sort of question and I will permit this one, too, but actually having people talk about what their authority is is in itself a very vague type of testimony and I think there is some authority that is not permissible.

MR. MC HUGH: Certainly, it is no help to the Trial Examiner.

TRIAL EXAMINER: How the authority has been exercised is really the determinative thing, I think. I am not going to cut you off, go ahead.

Q. (BY MR. PROWELL:) All right, what we are talking about, what I am trying to clear up, Mr. Horton, is at 11 o'clock at night when they find all of a sudden that a man has not shown up for the third shift, what do they do or what is done in order to put somebody to work to keep the press going on the third shift?

MR. MC HUGH: Objection.

TRIAL EXAMINER: Overruled.

THE WITNESS: The man in charge has to ask one of the men to stay.

Q. (BY MR. PROWELL:) Is that from the man in charge? Is that man from the second or the third shift who does the asking?
A. Well, it would be from the man on the previous shift to ask, to find
out. He would know which man was in line for it and he would ask if he
113 wanted to stay. He could stay and if he didn't he could get some-
body else. He would go down the line.

Q. And when he goes all of the way down the line and all of them refuse, then what does he do? A. He would have to tell one of them he would have to stay.

MR. ADAIR: I object and move that be stricken. He says what he would have to do under given circumstances?

THE WITNESS: He would tell one of them.

MR. ADAIR: I object. Hold on just a minute.

MR. PROWELL: I submit this is proper. That is the very question the Trial Examiner asked the first Witness.

MR. MC HUGH: Mr. Examiner, this Witness is not shown to be in the plant generally from the end of shifts and how is he qualified or how is he any better qualified than the previous Witness, Mr. Guy Wheeles, to testify as to what occurs at a change of shift.

MR. PROWELL: That is absurd, Mr. Examiner. This is the man who is responsible for the entire plant and what these people do.

MR. MC HUGH: He didn't testify to specific instances.

114 TRIAL EXAMINER: I will permit it. He was a Head Pressman before. I will deny the motion.

Q. (BY MR. PROWELL:) All right.

TRIAL EXAMINER: Next question.

Q. (BY MR. PROWELL:) What is the authority of the Head Pressman if a man becomes incapacitated for any reason? What is the authority of the Head Pressman with respect to that man continuing or not continuing to work at night? A. Just what do you mean?

Q. What can he do?

TRIAL EXAMINER: What does he do?

Q. (BY MR. PROWELL:) What does he do? A. Would you repeat that question?

Q. Say, when a man becomes ill or drunk on the job or for some other reason he can't perform his functions, what does the Head Pressman do? A. He would have to dismiss him and send him home.

Q. Now, what does the Head Pressman do then toward getting a relief for the man? A. He would call the man in that was on his off day.

Q. Could he also call you if he wanted to? A. Yes, sir, he could call me if he wanted to and I could call a man that was off.

115 MR. MC HUGH: I would like to ask the Trial Examiner to take note of the conclusionary, the hypothetical and the completely unwarranted questioning of this nature as it is of no assistance whatsoever in determining the supervisory status of these employees.

Q. (BY MR. PROWELL:) Now, there has been some testimony here--you have been here in the hearing room the whole time, have you not? A. Yes.

Q. What does a Head Pressman do? A. Well--

Q. Wait a minute. Let me finish the question.

What does a Head Pressman do if he decides that a man is incompetent or unsatisfactory?

MR. MC HUGH: Are you finished, Mr. Prowell?

MR. PROWELL: Yes, sir.

MR. MC HUGH: I have an objection, sir. How far can--

TRIAL EXAMINER: I will sustain that objection on the ground that there has been no suggestion in this record thus far that anybody working on the press has been incompetent.

MR. MC HUGH: Or drunk.

MR. PROWELL: Then we must make an offer of proof, Mr. Examiner, because we are talking about authority.

116 I agree with you that the testimony is, nobody has ever been discharged and nobody has been discipilined but we are talking about the question of authority and I would like to make an offer of proof that if the Witness were permitted to answer that he would state that a Head Pressman does have the authority to send a man home and to refuse thereafter to work the man.

MR. MC HUGH: I think it should be rejected for this reason, Mr. Examiner.

We are not talking about an R. Case decision. We are talking about a determination as to whether these employees are in or out of a unit.

We are talking about a question which involves recognition and we should not be subjected to hypothetical and conclusionary evidence with respect to the actual duty of the men in question and because of the importance of the question involving respecting recognition the testimony should be restricted to that phase of the case.

MR. PROWELL: Mr. Examiner, Mr. McHugh has apparently taken the position that this is the time to argue his case, but so far as we are concerned, it is directly in issue of this case by the pleadings of a full representation question concerning the unit, the composition of the unit, the inclusions and exclusions from the unit.

117 All of those issues are here and I submit to you in every representation proceeding that I ever participated in in 27 years of doing nothing else, the Board has always gone into the authority of supervisors and the United States Court of Appeal for the 5th Circuit has specifically stated that it is not a question of whether the authority has been exercised, it is a question of whether or not the authority exists, and the 5th Circuit specifically overruled the Board on that very point in Southern Airways Company in Mineral Wells, Texas and which I tried the case.

TRIAL EXAMINER: Mr. Reporter, could you find--read me Mr. Prowell's offer of proof, please?

(Question Read.)

TRIAL EXAMINER: No, read me the question preceeding that.

(Question Read.)

TRIAL EXAMINER: I will reject the offer of proof on the grounds that there has been no suggestion of any incompetance here on the part of anybody.

Do you want to ask another question somewhat along the same line. I might permit it.

Q. (BY MR. PROWELL:) What is the authority of the head pressman with respect to refusing to work an employee that he considers
118 unsatisfactory? A. Well, he could tell me that the man wasn't qualified to do the job and he could refuse to work him.

Q. What is the authority of the Head Pressman, with respect to sending a man home for misconduct? A. He could do that, also.

Q. Could he thereafter refuse to work him on his shift? A. Yes, sir, he could.

Q. Would you normally accept his decision not to work him on his shift in the future?

MR. ADAIR: I object. I think we are leading him a little bit too far here.

TRIAL EXAMINER: I will permit that question.

THE WITNESS: Would you repeat the question, please?

Q. (BY MR. PROWELL:) I said, would you normally accept his decision not to work that man in the future on his shift? A. Normally I would accept if the man said that--well, if the man was being effected by that and said that he was unjustly put out or something like that, well, then we would listen to him and see what he had to say. We might reconsider it.

Q. Would you make, even if you reconsidered, would you make
119 the Head Pressman take that same man back? A. No, sir, I would not.

Q. Now, there was some testimony here that sometime around the first of November that Mr. Clinton went to Florida, the first of November, 1964.

Do you recall whether Mr. Clinton went to Florida about that time? A. Yes, sir.

Q. Prior to that time did he give you some instruction? A. Yes, sir.

Q. What was that? A. It was about the inking carriages that we had gotten from the New York Mirror.

Q. Is that a newspaper? A. Yes.

Q. Had you gotten some inking carriages from them? A. Yes, sir, we had gotten 2.

Q. About when? A. About the spring of 1964.

Q. And what were you doing, with respect to those carriages, after they got here? A. They were rebuilding one of them in our spare time.

Q. What were you going to do with that one? A. We were going
120 to put it in the press and take the old one out and rebuild it and put it back in another place.

Q. How many inking carriages are in the press? A. 12.

Q. How many presses do you have in this plant? A. Just one.

Q. As of the time that Mr. Clinton went to Florida had you finished rebuilding that inking carriage? A. No, sir, we hadn't finished then.

Q. What instruction, if any, did Mr. Clinton give you before he went to Florida? A. He told me that it had to be finished by Thansgiving.

TRIAL EXAMINER: By Thanksgiving?

THE WITNESS: Yes, sir.

Q. (BY MR. PROWELL:) Did you finish it by Thanksgiving? A. Yes, sir, we were through with it by Thanksgiving.

Q. Now, after Mr. Clinton got back from Florida, did you have a discussion with Mr. Clinton concerning the men in the plant? A. Yes, sir.

Q. Tell us when it took place, if you remember? A. It was on a Friday afternoon, November 20th.

121 Q. All right, what was the discussion? A. Well, he came back and I was back at the reels and he came back there and told me that he had heard from someone down town that there was quite a bit of complaints in our plant, grumbling going on, and he wanted to find out what it was about.

Q. Was the Union mentioned in any way in this conversation that you had with him? A. No, sir.

Q. Did he give you some instruction? A. Well, he wanted me to talk to some of the men and find out just what it was about.

Q. That night, did you go into the plant? A. Yes, sir, I did.

Q. Were you in working clothes or your street clothes? A. Street clothes.

Q. What did you do when you got to the plant? A. Well, I started talking to some of the men. I think I talked to about 7 men that night.

Q. Do you remember who you talked to first? A. I believe it was Grover Blankenship.

Q. Did you have the same discussion with all of them or did it vary some? A. It was the same with most of them. In one it varied

122 a little.

Q. All right, sir, tell me what you had to say to them and let's start off with those that--where it was the same.

Tell me what that was? A. Well, I told them that Mr. Clinton had heard that there was some complaining going on in the plant and I wanted to find out what it was about.

They said it was mostly Sunday work, and the work schedule or the work list. They didn't like some of the days off on some of them, and so I suggested or I asked them if they would like to pick one man from each shift to represent them and we could go in and talk to Mr. Clinton once a month if Mr. Clinton would do that, and some of them thought it was a pretty good idea but they said it was too late for that now, that they had joined the Union or signed Union cards.

Q. Was the Union mentioned at all in your discussion with Mr. Blankenship? A. No, sir.

Q. Who did you talk to after Mr. Blankenship, do you remember? A. Harmon Allen, I believe.

Q. Was the Union mentioned in the discussion that you had with
123 Mr. Allen? A. No, sir.

Q. And then who did you talk to next, do you remember? A. Gene Graham.

Q. Was the Union mentioned in that discussion? A. Yes, sir, he told me about it then.

Q. And was that the first knowledge that you had that the Union was involved in any way? A. Yes, sir.

Q. Did you say to Mr. Graham, in the discussion, that if his complaints were corrected and you set up a grievance committee that this would stop the Union? Did you make that statement, ask him that? A. No, sir, I did not.

MR. MC HUGH: Mr. Examiner, I object to this type of questioning. It only calls for a blanket denial. Why can't he ask him what he said?

MR. PROWELL: Mr. Examiner, the Board requires that we have a specific denial. I have asked the Witness what the discussions were and the Board's decisions require a specific denial of particular paragraphs, particular allegations.

MR. MC HUGH: That came in the answer. I submit the best way to test creditability is to let the Witness recall what he recalls of the cross examination.

124 MR. PROWELL: You can ask him what you wish on cross examination.

TRIAL EXAMINER: I will permit it at this time. Overruled.

Q. (BY MR. PROWELL:) Did you talk to Mr. Roughton? A. Yes, sir.

Q. In your conversation with him did you start the conversation off, "Well, what is this I hear about the Union?" A. No, sir, I started it off about like I did with the rest of them.

Q. Was there any mention whatsoever of the Union in your conversation with Mr. Roughton? A. Yes, sir.

Q. What was said? A. Well, when I mentioned that they might get together and pick one man from each shift, he told me it was too late for that, that they had already signed Union cards.

Q. All right, sir. Did you talk to Mr. Bryant? A. Yes, sir.

Q. In the course of the conversation with Mr. Bryant did you start that conversation off with, "What is this I hear about the Union?"

125 A. No, sir, I didn't.

MR. MC HUGH: Mr. Examiner, could the Witness move around a little bit so I can hear and see him better, sir? Thank you.

Q. (BY MR. PROWELL:) In your discussion that you had with Mr. Bryant was there any mention made of the Rudsill plant? A. Well, I believe so. I mentioned that I had worked at Rudsill in Anniston.

Q. Do you recall anything else that was said with respect to it? A. Well, I told him they had a Union up there.

Q. Anything else that you recall? A. No.

Q. Do you recall whether or not or did you say to him, "It goes to show that a plant can close down because of the Union." Did you make that statement? A. No, sir, I didn't make that statement.

Q. Did he make the statement to you, "It is illegal what you are asking me to do?" A. No.

Q. Did you ask him to do anything? A. No, all I, I suggested that people pick one man from the crew. And if Mr. Clinton would he would go talk to him.

126 Q. You say if Mr. Clinton would you would go talk to him? A. Yes.

Q. Had you discussed, before you talked to these men, had you discussed with Mr. Clinton the possibility of a committee being set up? A. No, sir.

Q. Which Bryant was this that you talked to? A. Buster.

Q. Did you talk to Mr. John Nickolson? A. Yes, sir.

Q. Was the discussion with him any different from the other discussions? A. There was no difference from the first one, no.

Q. Did you tell him that if they would put this thing off that you felt sure that you could get him double time for Sunday work and you were sure you could get him time and a half? A. No, sir, I didn't.

Q. Did you tell Thomas Smith on--did you have a discussion with Thomas Smith on November 23rd in the Mail Room? Do you recall? A. I don't remember any conversation with Thomas Smith.

Q. Let me ask you specifically, did you tell Thomas Smith, in
127 the Mail Room, that "you boys are making a mistake, the Company will never stand for a Union?" A. No, sir, I hadn't even talked to Thomas Smith.

Q. Did you have a discussion with Jerry Dees? A. Yes, sir.

Q. About November 20th or 21st? A. Yes, sir.

Q. Was the discussion with him any different from the others? A. No, sir.

Q. Did you tell him or did you ask him if he didn't think that if they held off on this Union business, that you felt sure you could cut out the Sunday work or get him double time for Sunday work? A. No, sir, I didn't say that.

MR. MC HUGH: I didn't hear the entire answer?

THE WITNESS: I did not say that.

Q. (BY MR. PROWELL:) Did you promise any of these people that you would cut out the Sunday work or get them double time or time and a half for Sunday work if they would give up the Union? A. No, sir.

Q. Did you have the authority to do that? A. No, sir, I did not.

Q. Whose authority and responsibility was that? A. I think that
128 would probably have to go higher than Mr. Clinton, even.

Q. At least, it wasn't yours? A. That is right.

Q. Now, after you talked to these people that night did you make a report to Mr. Clinton? A. Yes, sir.

Q. And this was on what night, did you say, Friday night you talked to them? A. Yes, sir, Friday night or the 20th.

Q. And sometime between then and the following Monday or Tuesday did you make a report to Mr. Clinton? A. Saturday morning.

Q. Saturday morning? A. Yes, sir.

Q. And what did you tell Mr. Clinton? A. I told him that some of them told me that they had signed Union cards.

Q. Did you tell him anything else? A. I told him about the conversation that I had with them.

Q. Did you relate to him complaints that the people had made to you? A. Yes, sir.

Q. Now, on Tuesday, Monday or Tuesday, the 23rd or 24th of
129 November, did Mr. Clinton give you some specific instructions with respect to how you should conduct yourself in regard to Union activities?

MR. ADAIR: I object. It is not material or relevant what instructions he was given as to how to conduct himself.

MR. PROWELL: I submit that it is, Mr. Examiner, if you will listen.

MR. ADAIR: It is not.

TRIAL EXAMINER: I will permit it, overruled. You may answer.

Q. (BY MR. PROWELL:) Did you get some instruction? A. Yes, sir.

Q. What instruction did he give you? A. Not to talk to any of the men about Union activities.

Q. Did you live up to that instruction to the best of your ability? A. Yes, sir.

MR. MC HUGH: What was the answer of the Witness?

THE WITNESS: Yes, sir.

Q. (BY MR. PROWELL:) Did some occasion arise after that time in which there was some conversation between you and an employee concerning the Union? A. Yes, sir, there was a few occasions.

130 Q. Did you initiate the discussions yourself? A. Some of them I did.

Q. On the night that you talked to these men, November 20th or 21st, was Mr. Clinton in the plant that night? A. He wasn't in the plant while I was there.

Q. All right, sir. Does Mr. Wilbur Holmes work under your supervision? A. Yes, sir.

Q. Does he have any supervisory authority whatsoever?

MR. ADAIR: I object.

Q. (BY MR. PROWELL:) Let me ask it this way. Have you ever given Mr. Wilbur Holmes any authority to supervise employees or to direct them in their work, that is, responsibly direct them?

MR. ADAIR: I object.

MR. MC HUGH: Put it in the language of the act, Mr. Examiner.

TRIAL EXAMINER: Well, I will permit it, overruled. You may answer.

THE WITNESS: Would you repeat it now?

Q. (BY MR. PROWELL:) I say, have you ever given Mr. Holmes any authority to act as a supervisor in the plant?

MR. ADAIR: I object. There has been no showing that this man
131 knows what supervisor means as such.

MR. PROWELL: We are not talking about the legal definition, Mr. Examiner, we are talking about the commonly accepted term.

TRIAL EXAMINER: Well, suppose you ask him what authority, if any, Mr. Holmes had.

Q. (BY MR. PROWELL:) I was trying to shorten the thing up a little bit.

What authority, if any, does Mr. Holmes have over other people? A. He doesn't have any authority.

Q. All right, sir. What department is he in? A. Electrical Department.

Q. Does he do general maintenance work or confine himself only to electrical work? A. He does general maintenance, too, on different jobs around the plant.

Q. Now, we were talking awhile ago about the inking carriage. I believe you said the inking carriage was ready for installation when Mr. Clinton got back from Florida? A. That is right.

Q. Do you remember when you installed the first inking carriage? A. I believe we started on the 4th of December.

132 Q. Was it necessary to shut the press down before you could take that one out? A. Yes, sir.

Q. And when you got the press down or before you took the press down did you know how long it was going to take to take the one out and put the other one back in? A. Not exactly, no, sir.

Q. This inking carriage that you bought, had it come out of an identical press to the one that you had or did it come out of some other type? A. The press was not identical, no, sir.

Q. Were you sure as to whether or not that inking carriage would work after you got it in there? A. No, we were not.

MR. MC HUGH: I object to the leading nature of the question. This is a critical part of the examination, Mr. Examiner, and it should not be leading.

MR. PROWELL: I will try to refrain, Mr. Examiner.

Q. (BY MR. PROWELL:) All right, --

TRIAL EXAMINER: The last question may remain.

Q. (BY MR. PROWELL:) Now, I believe you testified that you did not know for sure how long it was going to take, is that your testimony? A. That is right.

133 Q. In view of that situation, who made the determination as to how you would schedule the operating hours of the press? A. Mr. Clinton.

Q. Prior to that time who, for a period of months, who had made up the schedule? A. Myself.

Q. For this particular week who made up the schedule? A. Mr. Clinton did.

Q. In making up the schedule, do you remember how many hours you allowed for the press to be out of operation? Or from when until when? A. I believe it was Friday morning, from Friday morning until Monday morning.

Q. Friday morning until Monday morning? A. I believe that is right.

Q. Did that result in anyone receiving less than a full weeks work? A. Yes, sir.

Q. Among what group, principally? A. The men in the Press Room. It would be the men with the least seniority.

Q. Did it also effect some people in other departments? A. Yes, sir, it did.

134 Q. Now, did the new inking, I mean the inking carriage that you had rebuilt, did you get it in? A. Yes, sir, we did.

Q. Did it work? A. Yes, sir.

Q. What did you start to do then with the one that you took out? A. We started rebuilding it.

Q. Did you eventually put it back in the machine? A. We put it back in the following weekend.

Q. The following weekend? A. Yes, sir.

Q. Was it necessary to reduce the operating schedule during that week or not? A. Yes, sir, it was.

Q. Did some people lose time as, or get less than full time as a result of that weekend operation? A. Yes, sir.

Q. Did you take out another inking carriage? Maybe that is confusing.

When you put in this one that you had reworked, did you have one out then? A. Yes, sir, we took one out and put this one that we had reworked in.

Q. Were you able to get this second one reworked by the following weekend or not. A. No, sir, we weren't. 135

Q. In the meantime, when did the strike occur? A. On Wednesday morning, the 16th of December.

Q. Let me see if we get the dates right.

You put in, then, the first one, the week of December 4th, was that your testimony? A. That is right.

Q. And then the one you took out you put back in the week of December 11th? A. That is right.

Q. The weekend of the 11th? A. That is right.

Q. And then the strike occurred on the 16th, right? A. Yes, sir.

Q. Now, have you subsequently put in a third one? A. Yes, sir, we have.

Q. Have you ever gotten around far enough along so you could put the 4th one, make the 4th switch? A. No, we haven't.

Q. Who makes out the time reports on the press of the men working? Who keeps a record of the hours worked? A. The Head Pressman.

Q. Does the Head Pressman have authority to authorize overtime when it is necessary and if a man doesn't show up at night? 136
A. Yes, sir.

Q. Who makes that notation on the record that the man is entitled to and gets overtime? A. The Head Pressman.

MR. PROWELL: That is all we have, sir.

* * * * *

CROSS EXAMINATION

Q. (BY MR. MC HUGH:) Mr. Horton, you testified that the Head Pressmen had the authority to suspend an employee if they thought he was not performing his job correctly? A. That is right.

Q. Have you ever specifically told any Head Pressman that he had such authority? A. No, I don't think so.

Q. You testified that if an employee came into work in such a manner that a Head Pressman had the authority to send him home or words to that effect, did you not, sir? A. Yes.

Q. Did you ever specifically tell any Head Pressman that he had
137 such authority? A. I don't think I have, no, sir.

Q. You don't recall whether you have or not? A. I don't remember telling them that.

Q. Your testimony is that you don't remember whether you did or not or you did not? A. I have not told one to send anybody home, no.

Q. You testified that if an employee worked overtime, if a Head Pressman saw that an employee had to work overtime, that he could authorize him to work overtime? A. Yes, sir.

Q. Have you ever specifically told a Head Pressman that he could authorize an employee to work overtime? A. Yes, sir.

Q. Who was that? A. I think I probably told each one of them if they had--you see, part of the time--

Q. Let me stop you there. You said you thought.

I don't want to know what you thought. I want to know if you can recall whether you did or not? A. I have told them, yes, sir.

Q. Now try to recall when you did tell them such information? A. I don't know just when, but if we had a 6 man crew and 2 hours--

138 Q. I don't want an explanation, I want to know when you remember if you did tell such an employee, such as a Head Pressman, that he had the authority to grant an employee overtime? A. I can't remember the exact time, no, sir.

Q. But you are sure that you did? A. Yes, sir.

Q. What did you tell the Head Pressmen about such a situation? A. Can I explain?

Q. Can you answer the question first, sir? A. I think it would have to be explained.

Q. Well, I want to know what you said and then you can explain it. A. I told him if he was going to need a man for, say, an hour or two he could go ahead and keep that man.

Q. And who did you tell this to? A. I told each one of the Pressmen there.

Q. You don't remember when? A. The man in charge--

Q. Do you remember when you told them that? A. No, I don't.

Q. Do they have the right to give them this overtime on the day shift, as well as the evening shift? A. Yes, sir, they do.

139 Q. Did you tell them that at that time? A. Yes, sir.

Q. Have you--do you know of any situation, any instance in which any Head Pressman has ever disciplined an employee? A. No.

Q. Have you ever specifically told a Head Pressman that he had the authority to discipline an employee? A. Yes, sir.

Q. And who was that? A. George Hickey.

Q. And when was that? A. I would say 8 or 9 months ago.

Q. What did you tell him? A. Well, it was on the evening shift, and our colored employee he would not move the papers out of the Press Room into the Shipping Department.

He told me about it. I said get on to him about it, make him get them out of there.

Q. What did he say? A. He said he would.

Q. Didn't he tell you that this was your responsibility and not his? A. No, he did not.

140 Q. What other Head Pressman have you ever told that he had such authority to discipline employees? A. They all know it.

Q. I didn't ask you that, sir. A. I don't think I have told any of the rest of them.

Q. All right, sir. Mr. Horton, you testified that Mr. Clinton came to you on the evening or the afternoon of Friday, November 20th, and told you that he had been downtown and that he had heard some complaint that the men were dissatisfied? A. That is right.

Q. That is right? A. That is right.

Q. What else did Mr. Clinton tell you at that time? A. He told me, he wanted me to talk to some of the men and see what the complaints were.

Q. Where did he say he found this information out? A. All I knew he was downtown.

Q. Did he say that? A. That was what he said.

Q. Did he tell you that the Union was involved at that time? A. No, he did not.

Q. Are you positive about that? A. Positive.

141 Q. Does the Company have another plant downtown? A. No, sir.

Q. This is the only plant they have in Sylacauga, isn't it? A. That is right.

Q. Now, what time did you go to the plant that night? A. I would say it was around 10:30.

Q. How long did you stay there? A. I think it was about 1 o'clock when I left or 1:30, something like that.

Q. Have you ever gone to the plant before that time to discuss an employee's complaint about his work? A. No, but I have been in the plant many times at that time.

Q. For that purpose? A. No.

Q. Now, you say that you talked with all 7 of these people? A. Yes, sir.

Q. Who was the first? A. I believe Grover Blankenship was the first.

Q. And you also say that you told all 7 of them the same thing?

142 A. Yes, sir.

Q. Except one? A. Yes, sir.

Q. Who was that one? A. That was, I believe, Buster Bryant.

Q. You also said that you told the same ones, 6 of them, anyway, that why didn't they get together one man from each committee and meet with Mr. Clinton once each month or words to that effect, is that correct, sir?

MR. PROWELL: I object. That is not a proper quotation of the testimony of the Witness.

Q. (BY MR. MC HUGH:) Well, what did you tell him, Mr. Horton, with regard to the gripe committee? A. I asked them if they would like to get one man from each shift to go in and talk to Mr. Clinton if he would accept that.

Q. And who was the first one to mention the Union to you? A. I believe it was Gene Graham.

Q. And which one was he in point of order? A. It was Blankenship and Allen and Graham, I believe.

Q. And from that time on you knew that the men were discussing the Union? A. I knew that some of them were, yes, sir.

143 Q. Well, didn't the rest of them that you talked to after that time, also, discuss it? A. Yes, sir.

Q. And you still continued to talk with them, did you not? A. Until I found out evidently there was quite a few of them and then I just let them out.

Q. And in fact they told you that night that it had gone too far, did they not? A. Yes.

Q. That all of the men had joined up? A. They didn't say all of them had joined up, no.

Q. What did he say about this? A. He just said, "It has gone too far for that."

Q. Now, I would like to know exactly what you told Grover Blankenship? A. I don't think I talked to Grover but just a few minutes. I told him that Mr. Clinton had heard there was quite a bit of complaining in the plant and he wanted me to find out what it was about.

Q. Now, did Mr. Clinton go to Florida that week? A. Yes, sir.

Q. And didn't he just come back the previous night? A. Yes, sir.

Q. Well, Mr. Clinton is in Florida and he comes back and the very
144 night he is back he hears about complaints and he tells you about
them, is that right? A. This was the next day.

Q. The next day? A. After he got back, yes, sir.

Q. And you had not heard any complaints before that time? A. Well, some of the boys occasionally would complain about the Sunday work.

Q. All right, let's take Sunday work.

Was that discussed in this conversation with each of these people? A. Yes, sir.

Q. By whom? A. By both of us.

Q. What did you say about Sunday work? A. Well, everybody had agreed on it.

Q. What did you say about it? A. I told him they could get this group of men together and we could go talk to Mr. Clinton about it.

* * * * *

148 Q. Well, what did you say to Mr. Roughton? A. Well, I started the conversation about the same way.

Q. Not what you started it like, but what did you say to him, sir? A. Well, I told him that Mr. Clinton had heard that there had been complaints and he wanted to know what they were.

149 He told me it was Sunday work and scheduling of men, and I told him--I asked him if they could pick one man from each crew and we would go in and talk to Mr. Clinton if he would talk.

Q. Did you mention the Union with Oscar? A. He told me it had already gone too far, that they had joined the Union.

Q. I didn't hear your answer? A. He told me that he had already gone too far and signed Union cards.

Q. Did you say anything to him about it? A. Well, I told him that I had belonged to the Union.

* * * * *

150 Q. Well, did you or did you not mention overtime work or work--were those subjects discussed by either of you? A. Yes, sir, I told him we could go see if Mr. Clinton would agree to that.

151 Q. To cut out Sunday work? A. Yes, sir.

Q. Or at least pay employees time and a half for Sunday work? A. That--

Q. Or double time? What did Oscar say to that? A. He said it had gone too far for that, that they had signed Union cards.

* * * * *

152 Q. Now, Mr. Horton, I want to ask you again if you didn't go into that plant that night knowing that the Union was about to be presented to the Company? A. No, I did not.

153 Q. You are positive of that? A. Positive.

* * * * *

155 Q. Did you talk with John Nickolson, also, Mr. Horton? A. Yes, sir.

Q. And was this before or after Gene Graham? A. I believe he is the last one I talked to.

Q. All right, sir, and what was that conversation about? Tell me what you told him? A. Well, I told him about, that I had heard about complaints and he said, "Yes," and I suggested that they take one man from each shift to go talk with Mr. Clinton about the complaints and he said it had gone too far for that, that--I think he said just about all of them had signed Union cards.

Q. He said just about all of them had signed Union cards? A. That is what he said.

Q. And did you tell him that he couldn't be in the Union at that time? A. No, I didn't.

Q. Did you tell him he was a supervisor at that time? A. No, I did not.

Q. In fact, you knew he was in the Union right then and there, didn't you? A. I knew he had signed the card. Actually, I didn't know any of
156 them were in the Union.

Q. They told you, didn't they? A. They said they had signed cards, authorization cards.

Q. I see. Did you specifically ask any employee if he had joined the Union? A. No, I did not.

Q. Even after you were, by your own words, shocked to find it out, you didn't ask if anybody else had joined? A. No.

Q. Now, you left the plant at about 2:30 that night, didn't you, sir? A. I think I left between 1 and 1:30.

Q. Where did you go from there? A. I went home.

Q. Did you call Mr. Clinton? A. No, I did not.

Q. At that time? A. No.

Q. When did you tell Mr. Clinton about this? A. The next morning.

Q. What did you tell him? A. I told him that some of the men had signed cards and I told him the biggest complaints were Sunday work
157 and about the work schedule.

Q. What did he say? A. Well, he was shocked, too.

Q. He was shocked? A. Yes, sir, he was.

Q. What did he say? A. He said he would have to call his superiors and talk to them.

Q. Did you tell him who was in the Union? A. I told him I thought most of them were.

Q. You told him you thought most of them were? A. Yes.

Q. Did you tell him specifically the names of the ones that you had talked to that night? A. I told him who I talked to, yes, sir.

Q. Everybody that you had talked to that night, you had told him? A. Yes, sir.

Q. Including John Nickolson? A. Yes, sir.

Q. Now, isn't it a fact, Mr. Horton, that the Company had 2 spare carriages in the Maintenance Shop since the first of April of 1964? A. That would be about the right date, yes, sir.

158 Q. And that occasional maintenance was performed on these to get them ready to install in the carriages if and when it ever got done? A. Well, we had intentions of changing all of them out.

Q. Intentions? A. And we still have those intentions.

Q. And you had to overhaul these carriages to enable, to make certain adjustments on them to put them into the press, is that right? A. Yes.

Q. You had to put an automatic greasing system on them? A. Yes.

Q. And a few other things? A. Yes.

Q. Now, who worked on that work? A. Part of the time, Don Lavender worked on them, and later on my brother worked on them, Frank Horton.

Q. Frank Horton is your brother? A. That is right.

Q. And he worked on them? A. Yes, sir.

Q. And-- A. And I also worked on them.

159 Q. You also worked on them? A. Some.

Q. How about Shaphan Grant? Did he work on them? A. He might have right at the last. I don't recall.

Q. Right at the last before he was transferred to the Press Department as the Head Pressman? A. As a Head Pressman?

Q. Yes, sir? A. He had been a Head Pressman on occasion when we would need him.

Q. Didn't he pull a shift as the Head Pressman right before they went out on strike? A. I don't remember.

Q. You don't remember? A. No.

Q. Or you don't know? A. I don't remember.

Q. You made out the schedule, didn't you? A. It depends on what week you are talking about.

Q. Oh, this could be when Mr. Clinton started making them out. A. It is possible.

Q. Now, tell us about the progress of the maintenance that was performed on these 2 carriages, or were both of them worked on at the same time? A. We still have not worked on one of them.

160 Q. You still have one of them back there that you have not touched? A. That is right.

Q. You were just going to overhaul one and replace them one at a time? A. That is right.

Q. All right, sir, now, tell me about the progress of the overhaul work on this one carriage? A. Well, we worked on it in our spare time for a long time.

Q. Up until when, did you work on it in your spare time? A. Until about the last of October or the first of November.

Q. And then you started working on it more? A. That is right.

Q. Consistently? A. Yes, sir.

Q. You started putting more men on it? A. Yes, sir. Well, not more men, we just stayed on it longer.

Q. You put more hours on it? A. That is right.

Q. Now, when did you complete this carriage in order that it be
161 ready for exchange? A. Just before Easter.

Q. Just before when? A. Easter.

Q. Easter? A. Yes, sir.

Q. Easter? A. No, Thanksgiving.

Q. Thanksgiving? A. Yes, sir.

Q. We just had Easter? A. Yes, sir.

Q. Can you be specific and state exactly, the exact date? A. No, I can't.

Q. Was this carriage finished and ready for installation before Mr. Clinton went to Florida? A. No, it was not.

Q. Was it finished while he was in Florida? A. While he was in Florida, yes, sir.

Q. When is the first time you knew about the cut back in the work schedule? A. When we were going to put the carriage in. When I found out about what weekend we would put the carriage in, then Mr. Clinton started--

162 Q. What weekend was that? The same weekend that Mr. Clinton returned from Florida or thereafter? A. It was after.

Q. The week after? A. I would say I knew by the first of December or a little before.

Q. You didn't know until he told you he was going to make out the schedule? A. That is right.

Q. You had no idea that the Company, as Plant Superintendent, you were not told that the Company was going to reduce the work schedule to perform the maintenance? A. We knew we would have to put the carriage in, yes, sir.

Q. But you didn't know when? A. Well, we were going to do it whenever we could.

Q. Whenever you could? A. That is right.

Q. I see. When you got the carriages in April, was there a specific target date in which to complete them? Do you understand my question? A. No, we didn't have any target date.

Q. You just had them sitting around there and whenever you got through with them you would throw them in the press? A. No, it is not
163 that simple. We had to wait until some of the other plants could take some of our work before we could do it.

* * * * *

164 Q. Was there a lot of maintenance to do about this time?

MR. PROWELL: I object. It has already been asked and answered.

TRIAL EXAMINER: Sustained.

THE WITNESS: Not a whole lot.

Q. (BY MR. MC HUGH:) Not a whole lot of maintenance? A. No.

Q. But yet the Company cut back the work schedule, did they not? A. Right.

Q. Because of maintenance problems? A. Because--

Q. Something they had never done before? A. Because we had to exchange the carriage, yes, sir.

Q. I am considering that as maintenance? A. Yes.

Q. Would you say that was a lot or a whole lot of maintenance? A. For a couple or 3 days it was quite a bit of maintenance.

Q. Did you ever call Dan Lavender back to work? A. No, sir.

165 Q. Did you ever call anybody in there to do the mechnical maintenance besides your brother, Frank Horton? A. We had George Hickey helping us change the carriage and Wilbur Holmes.

Q. Now, George helped you pull the old carriage out, didn't he? A. That is right.

Q. And that took about a shift and a half, didn't it? A. No, it took about--almost one shift.

Q. Just one shift? A. Yes, sir.

Q. Well, you were shut down for 72 hours that first weekend, were you not? A. I don't remember exactly.

Q. You said Monday morning, Friday morning at 7 A.M. until Monday ~~morning~~ until 7 A.M. A. That--

Q. That is 3 working days, 24 times 3, 72? How long did it take to put it back in? A. We worked all day Saturday on it.

Q. Who is "we?" A. Myself, Frank Horton, and Wilbur Holmes.

166 Q. Just the 3 supervisors, huh? A. We put it in and then we worked until late Sunday and then we started up Monday morning.

Q. You put it in Saturday? A. We got it in Saturday.

Q. Yes, sir? A. But there was a lot of adjusting to do after you get it in.

* * * * *

Q. You mentioned that you had helped out in exchanging a carriage before that time? A. That is right.

Q. Was that at the plant here in Sylacauga? A. Yes.

167 Q. How long did it take then? A. I don't remember. It was a day and a half or 2 days. I don't know.

Q. Well, didn't some of the Pressmen help you at that time? A. Well, I was a Pressman myself.

Q. And how much time was the schedule reduced? Were employees laid off at that time? A. I don't remember. I think you have one that testified that he lost some time because of a breakdown.

Q. I am not asking about November or December. I am asking about whether any employees lost time when the other carriage was exchanged that you testified about?

MR. PROWELL: That is what he was testifying to when you stopped him.

THE WITNESS: I don't remember.

Q. (BY MR. MC HUGH:) You don't remember whether anybody lost time? A. No.

Q. Is it not a fact that the Company has never cut back production and laid off employees before this time? A. We have never had any reason to do so.

168 Q. But you had a reason this time? A. Yes, sir, we had to put the carriage in.

Q. You had exchanged a carriage before, hadn't you? A. Yes, sir, but--

Q. At that time the Union--

MR. PROWELL: Let him finish his answer before you interrupt him. I object to his interrupting. Let the Witness finish.

TRIAL EXAMINER: You may answer.

Q. (BY MR. MC HUGH:) Are you finished? A. I don't know, ask me again.

TRIAL EXAMINER: You were saying something about when you installed it before and the question was whether, when the carriage was installed before, I think it was a year ago, whether any time was lost by the men?

THE WITNESS: I don't remember. I was a Head Pressman at that time and I don't remember whether anybody lost any time or not.

Q. (BY MR. MC HUGH:) I see. Did the Company post any official notice or give the employees any official notice as to the reason that they were being suddenly cut back? A. No. It was common knowledge that everyone knew the carriage was going in.

169 Q. Everyone knew that, but did they know when it was going in? A. Well, even I didn't know that until about a few days before we were ready to put it in.

Q. You didn't know that the Union was going to request recognition at that time, either, did you? A. No.

Q. Isn't that the reason that the cut-back was announced at that time, Mr. Horton? A. I would not think so, no, sir.

Q. You can't possibly--you are not sure, though? A. It was in Mr. Clinton's hands then and I didn't have anything to do with it.

Q. Could that have been a reason?

MR. PROWELL: I object.

THE WITNESS: I don't believe so, no, sir.

TRIAL EXAMINER: Overruled.

Q. (BY MR. MC HUGH:) Is Bobby Norred related to you? A. Yes.

Q. Is he your brother-in-law? A. Yes, sir.

* * * * *

170 Q. How long did the second carriage exchange take to perform? A. It took a little less time.

Q. A little less time? A. Yes, sir.

Q. And does the Company plan to change all 12 carriages?

171 A. Yes, sir.

Q. And if the employees had not gone on strike would they have been on short time the entire time that the cut-back--

MR. PROWELL: I object to that. That is a hypothetical question.

Q. (BY MR. MC HUGH:) Would the exchanging of carriages involve a short time during the entire time that it took to exchange them?

MR. PROWELL: Wait a minute. I can't even understand that, Mr. McHugh. I object to that.

MR. MC HUGH: I am not asking whether Mr. Prowell--

MR. PROWELL: I object.

TRIAL EXAMINER: Ask it again.

Q. (BY MR. MC HUGH:) Mr. Horton, it is necessary, when maintenance is being done of this type, that the press come down, is it not, sir? A. That is right.

Q. And as long as this maintenance is being done, at least for the period of time it is being done, the press has to be down? A. That is right.

Q. Now, if the Company was planning one carriage exchange a week would it have taken 12 weeks to perform the carriage exchanges?

172 A. I don't think we could have exchanged--well, I know we couldn't. We couldn't have changed all of them.

Q. Why not? A. After we changed the second one we didn't have enough spare parts to go ahead and rebuild the next one so it takes quite a while to get the spare parts for it and so there would have been a delay in that.

Q. Well, didn't the Company know for 6 months that this was going to happen? A. Yes, sir, they knew we were going to change them.

Q. Didn't they know that parts would be a problem? A. You don't know which parts until you take it apart and you see they are worn out.

Q. Would, did the Company only have one machinist working on the pulled out carriage, your brother, Frank? A. I believe, I am not sure, but I believe Dan Lavender helped on that, too.

* * * * *

173 Q. Mr. Horton, didn't you tell Dan Lavender on Monday of the second week that he was to work until Wednesday and after that he would be off until you called him? A. Yes, sir.

Q. Now, did anybody assist your brother, Frank Horton, in performing mechanical maintenance on the carriage which had been taken out of the press and the other one put in? A. Dan helped the days that he worked before he quit.

Q. After Dan quit, did anybody help your brother perform the mechanical maintenance? A. I don't remember if Shaphan Grant helped any or not.

* * * * *

Q. Was Mr. Clinton in the plant the night of Friday, November 20,
174 when you went to see the men about their gripes? A. No, he was
not.

Q. Was he in the plant that day? A. That day, yes, sir.

Q. And that is where you talked with him? A. Yes, sir, in the Press Room.

Q. I didn't hear? A. In the Press Room.

Q. In the Press Room? A. Yes, sir.

Q. Mr. Horton, when the Company decided to lay off the men, did they go about it in--how did they go about selecting who was to be laid off? A. So far as I know, they went strictly by seniority.

Q. How long has O.B. Clifton been with the Company? A. I don't remember just how long. He is one of the last men that was hired.

Q. What about Ronnie Pulham? A. He has been with the Company about 2 years.

Q. How old is Ronnie?

MR. PROWELL: I object. What difference does it make what his age is.

Q. (BY MR. MC HUGH:) Isn't Ronnie Pulham a high school student?

175 A. No, sir.

TRIAL EXAMINER: Overruled.

Q. (BY MR. MC HUGH:) Wasn't he a high school student until June of 1964? A. I think so, yes, sir.

Q. And didn't he work part time in the Shipping Department? A. Yes, sir.

Q. And wasn't he allowed to work 5 days a week after O.B. Clifton was reduced to 2 when the cut-back was announced or do you know? A. I don't remember.

* * * * *

177 Q. Do you know the Company policy, with respect to seniority and layoffs? You are the Plant Superintendent, are you not? A. Yes, sir, I do.

Q. What is the Company policy? A. It would go by seniority and it would be zoned off to the Press Room and Shipping Department and Stereotype.

Q. It is a departmental seniority? A. That is right.

* * * * *

179 JOHN CLINTON

was called as a witness by and on behalf of the National Labor Relations Board and the Respondent, having been first duly sworn, was examined and testified as follows:

DIRECT EXAMINATION

Q. (BY MR. PROWELL:) Mr. Clinton, I believe you have been previously qualified as the manager, identified as the manager. A. Yes, sir.

Q. For the purposes of the record, Mr. Clinton, give us a brief description of the inside of the plant and particularly describe in some detail the press.

What is the press? What constitutes it? A. Do you want me to start with the press?

Q. You can start with the over all operation first and then come down to the press. A. We get from various newspaper syndicates newspaper mattresses of features or comics which they own and which

180 have been purchased by our newspaper clients.

These mattresses come to us indirectly from one of our Buffalo plants.

That is where our operation starts. It is the receipt of these plants and we take these plants and we cast stereotype plates and we cast four stereotype plates for each feature, one for black and one for red and one for blue and one for yellow.

It takes those four plates in order to make up one feature and sometimes on a page there are one, two or three features. In other words, Blondie, Dick Tracy and Steve Canyon all appear on one page.

Now, after we cast the plates we have to cut the plates down to size.

Now, this work is done by stereotypers. After we cut them down to size we cut them into what we call "cut them in to register." We split them and ring them. We cut them to proportionally the size as close as we can so when they get to the press they can operate with a minimum amount of registering so we can proceed with the printing.

Now, after they have been split and rung, we send them to routers.

Now, this continues at the stereotype department. Now, the routers take away a lot of dead metal that has been left in the plate up to this point. The dead metal is type high metal which would print if allowed
181 to remain in.

In other words, it is the same height as the type that is going to be required to print.

Now, that is the end of the stereotype operation as far as we are concerned.

Then the plates are turned over to the plate department and the plate department first nickels those. They nickel plate them so they will wear. The plates primarily are made up of lead and we put a very light coat of nickel on them so they will wear for the length of the run.

The plating department does some grouping and dovetailing and they do some cutting down so that the plate can take in rubber titles and sometimes coupons for ads and they drop in changes and then they proof the ads and they file the comics.

These are all in boxes, and they put them on shelves and they remain there until a job, and we consider a job a newspaper run is ready to be made up to go into the press room.

Before a job is made up to go into the press room the people in the plate department get plates out and they put them back in order according to the folios which they are going to run, and sometime before the press run they will take them out into the press room or the press room employees will come in and get them.

Then eventually these things get to go to the press room. Now, the
182 press is -- it is a semi-cylindrical web letter press. This particular one was built by R. Hoe, and Company.

It is what is known as a twelve couple decker type color press. It has two automatic reels on the back end of it and each reel carries three rows of newsprint. One row from each reel is active in the press at one time.

The rows start or the webs start into the press and the web is the newsprint. It starts in the press at the back end and it starts up the first deck and it prints yellow.

Now, the yellow ink is contained in another building, and it is pumped automatically into a fountain on the press and the ink is transferred by a series of rubber or steel rollers from the fountain to the plate which is placed on the cylinder, and next to the plate is the web and on the other side of the web is what we call the blanket cylinder so that the plate pressing against the web presses it into the blanket cylinder and the ink is transferred from the plate into the press.

Now, the web goes on up to the next deck which prints the red, and the next deck which prints the blue, and then the top deck which prints the black, and by the time it gets out of the black it has printed on one side of the web and the sheet is then taken down to the bottom of the press and starts up the next unit and the same procedure follows.

183 Now, we have three units on the press. The two units to which I just referred are what we call Unit 1 and Unit 2.

Now, Unit 3 is what we call a double ender unit.

We only use a web that is half the width of the unit so that the web goes up one side and then is turned over and brought down and then taken up the other side.

Then the webs are taken on out of the press and we have two folders. We have a series of angle bars, and depending upon the particular kind of a job we are trying to turn out, the webs are slit and run into these folders in various fashions over or under the angle bars until they get into the folder, and the folder takes the web in ribbon form and forms it in the middle and takes it down, turns it over, cuts it, and sends it into a delivery.

It sends it into a delivery which is conveyed away from the press a few feet in some cases and a little further in others to what we call a stacker.

The finished product goes into the stacker which counts the paper on the way in and every time the stacker pocket gets fifty papers the stacker pocket drops and dumps the fifty papers and the delivery boy picks it up and he jobs them on a neater pile and puts them in a palette.

To fill a palette ordinarily we put about twenty thousand eight page standard size sections on a palette. Now, a palette full of papers weighs about fifteen hundred or sixteen hundred or seventeen hundred
184 pounds.

When the palette is finished or is completed it is taken from the press area to the shipping department and the shipping department, on the larger newspapers that we have, we send out right out of the palettes. We strap the palettes. We cover the comics and strap the palettes and we ship out in bulk.

On some of the smaller papers that we have it is necessary for us to wrap bundles of comics in individual bundles of approximately four hundred eight page standard size sections per bundle and they would weigh about thirty-eight pounds each.

Then after they are packaged they are ready for shipment.

Our newsprint comes to us in roll form in railroad cars. We use generally three different sizes. It is all handled by power trucks, unloaded from the railroad car and either put into the press room on the floor or put into a paper storage room and then later taken from the paper storage room and put in the press room on the floor.

Q. Now, give us some description of the press, if you will.

There has been a lot of reference here to the press. What is the press? A. Well, the press is the machine that actually does the work turning out the comic.

185 Q. Well, give us some idea of the relative size of it.

Approximately how long is it? A. Our press out there is about sixteen or eighteen feet high. It is about eighty-five feet long from the back end to the front and it weighs about two hundred and fifty tons of steel and the replacement cost of the press would probably be somewhere around a million and a quarter dollars to a million and a half dollars.

It runs at what we call a speed of thirty-two thousand per hour and that is semi-cylindrical.

In other words, the cylinder will turn around sixteen thousand times per hour, but because the plates can be put on in semi-cylindrical fashion and cut off that way they refer to these as semi-cylindrical.

Q. Now, let me ask you this question?

Is the press perishable to the extent that it could be broken or it could get out of commission? A. Yes, sir.

Q. Is there only one way that that might happen or could any number of things happen or just one, or what? A. No, I would judge there are at least ten thousand moving parts in the press. They wear. Anything can wear. Anything can break.

TRIAL EXAMINER: How wide is the press?

186 THE WITNESS: The press is about eighty-six inches wide.

Q. (BY MR. PROWELL:) Would it be possible for an operator to make a mistake and cause the press to be broken? A. Yes, sir.

Q. Could it be broken in such a fashion that it would be out of commission for a considerable period of time or could you put it back in operation in a relatively short time?

MR. ADAIR: I object.

TRIAL EXAMINER: I will sustain the objection. It is too broad a question for this hearing, really.

MR. PROWELL: Well, it really was for foundation, Mr. Examiner.

Q. (BY MR. PROWELL:) Well, is the press vulnerable to being broken? A. Yes, sir.

Q. Does the company have a rule or policy with respect to supervision being present in the plant at all times while that press is operating? A. Yes, sir.

Q. What is that requirement? A. We always have to have a supervisor in the plant any hour of the day or night. We wouldn't be stupid enough to leave a million dollars worth of machinery there without somebody competent to handle it.

Q. I believe there has been a rather detailed description in the
187 record of--well, let me go back a minute.

Was this a new press when it was put in here, or not? A. No, sir.

Q. Do you know the approximate age of it? A. Yes, sir, as near as I can find out, this press was built in the early 1920's originally.

Q. How long has it been operating in Sylacauga? A. It has been operating in Sylacauga since about the first of March, 1963.

Q. On what kind of schedule has it been operating since that time? A. When we first began to operate it in Sylacauga we were very limited as to the number of trained people we had who could run the press, and we started out very slowly with a one shift operation and as we gradually hired and trained people we kept increasing our production hours until we finally got it up to the point where we are working up to one hundred sixty hours a week out of a possible one hundred sixty-eight, and we sometimes we had to work one hundred sixty-eight hours.

Q. Prior to starting in Sylacauga did you employ some people and send them to another plant in training and instruction to be supervisors? A. Yes, sir.

Q. Where did you send them? A. We sent them to our Lofkin,
188 Texas plant, and we sent one man up to our New York plant.

Q. Do you remember who was sent? A. Yes, sir, Gene Leslie was sent to our Dunkirk, New York, plant, and John Horton and Frank Horton and Guy Wheeles and George Hickey were sent to our Lofkin, Texas plant.

Q. Now, do you have some employees that are sometimes called shippers? A. Yes, sir.

Q. In the plant? A. Yes, sir.

Q. What shift do they work? A. The day shift.

Q. What are their duties normally? A. Normally their duties are to package the finished products, put them onto the trucks as the shipments are being made, and they do the receiving. They receive the newsprint and put the newsprint in storage or on the floor.

Q. What hours do they normally work? A. They normally work from eight o'clock until four o'clock.

Q. Is it necessary that sometime do that same work from four o'clock in the afternoon until seven o'clock the next morning? A. It is part of it.

Q. Who does it? A. The maintenance people.

189 Q. Is that the people that have been described here as the colored maintenance people? A. Yes, sir.

Q. In 1963 did you have some trouble with the press? A. Yes, sir.

Q. Tell us what happened? A. The tubes busted out of the gear and busted several other gears and we cracked the frame on an ink carriage.

Q. Were you down for a period of time as a result of that? A. Yes, sir.

Q. Do you know about how long? A. I don't know exactly. When the press broke down I was in Florida. When I came home and I came after I heard about it and we were running the press at a reduced speed.

Q. Have you had occasion prior to November of 1964 to change an inking carriage? A. Yes, sir.

Q. When was that? A. The summer of 1963.

Q. Tell us about it. A. We cracked the frame on this ink carriage. We put a temporary strap on it to try to run it and get as much out of it as we could until such time as we could get a replacement carriage in from one of our northern plants.

One of our northern plants had a spare carriage and we borrowed
190 their spare and we brought it down and put it into the press and
then eventually sent our cracked one back up there to have rebuilt and
they used that.

Q. How long did it take you to take the cracked one out and put the replacement in; do you know? A. I don't know.

Q. Now, in 1964, in early 1964 did the company secure two inking carriages? A. Yes, sir.

Q. Do you remember about when you got those? A. Pardon me?

Q. Do you remember about when you got those? A. Well, I think the dealings of them were in March of 1964 I knew that the New York Mirror had gone out of business and had heard that they were going to get rid of their equipment, and in talking to one of the mechanical people in our Wilkes-Barre plant, he told me that some of the parts of the press that the New York Mirror had been using would fit in with our press and I asked him about the ink carriages and he said he didn't know but he thought they might.

Q. Did you eventually get some of them? A. Yes, sir.

Q. How many? A. We bought two.

Q. What did you do with them after you got them? A. After we
got them we set one of them up in the working area of the machine shop.
We set one of them aside. We began to work on one and we was to
191 rebuild it so we could put it into our machine.

Q. Did it come off of a printing press identical to the one you had? A. No, sir.

Q. Would it fit into your machinery without any changes or adjustments? A. No, sir.

Q. Were changes or adjustments made on it? A. Well, we had to have some brackets to shorten up what we call the bottom form roller. We had to mill out the side frames so we could use what we call alico adaptors so we could run that carriage at the speed with which the rest of the carriages of the press were able to run.

Q. Let me ask you this, Mr. Clinton?

I don't think this means very much to the record. It doesn't to me. Is this a minor thing or a major thing. A. This is a major rebuilding job. It is not maintenance.

MR. PROWELL: I want to ask the Court Reporter to mark the following documents for the purpose of identification.

As Respondent's Exhibit 17-A, a copy of a letter from Joseph Clinton to Mr. J.W. Koessler, Jr., dated November 19, 1964.

(The document above referred to was marked Respondent's Exhibit No. 17-A for identification.)

192 MR. PROWELL: As Respondent's Exhibit 17-B, a letter from John W. Koessler, Jr., to Joseph Clinton, dated November 2, 1964.

(The document above referred to was marked Respondent's Exhibit No. 17-B for identification.)

MR. PROWELL: As Respondent's Exhibit 17-C, a letter from John W. Koessler, Jr., to Joseph Clinton, dated September 18, 1964.

(The document above referred to was marked Respondent's Exhibit No. 17-C for identification.)

MR. PROWELL: As Respondent's Exhibit 17-D, a letter from Joseph Clinton to J.W. Koessler, Jr., dated September 9, 1964.

(The document above referred to was marked Respondent's Exhibit No. 17-D for identification.)

MR. PROWELL: As Respondent's Exhibit 17-E, a letter from Joseph Clinton to J.W. Koessler, Jr., dated July 14, 1964.

(The document above referred to was marked Respondent's Exhibit No. 17-E for identification.)

193 MR. PROWELL: As Respondent's Exhibit 17-F, a letter from John Koessler, Jr., to Joseph Clinton, dated July 8, 1964.

(The document above referred to was marked Respondent's Exhibit No. 17-F for identification.)

MR. PROWELL: As 17-G, a letter from Joseph Clinton to J.W. Koessler, Jr., dated July 3rd, 1964.

(The document above referred to was marked Respondent's Exhibit No. 17-G for identification.)

MR. PROWELL: As 17-H, a letter from John Koessler, Jr., to Joseph Clinton, dated June 23rd, 1964.

(The document above referred to was marked Respondent's Exhibit No. 17-H for identification.)

MR. PROWELL: As 17-I, a letter from Joseph Clinton to J.W. Koessler, Jr., dated April 17, 1964.

(The document above referred to was marked Respondent's Exhibit No. 17-I for identification.)

MR. PROWELL: As Exhibit 17-J, a letter from John W. Koessler to Joseph Clinton dated March 24, 1964.

(The document above referred to was marked Respondent's Exhibit No. 17-J for identification.)

194 MR. PROWELL: As Respondent's Exhibit number 17-K, a letter from Joseph Clinton to J.W. Koessler, Jr., dated March 10, 1964.

(The document above referred to was marked Respondent's Exhibit No. 17-K for identification.)

MR. PROWELL: As 17-L, a letter from John Koessler, Jr., to Joseph Clinton, dated March 4, 1964.

(The document above referred to was marked Respondent's Exhibit No. 17-L for identification.)

MR. PROWELL: And as Respondent's Exhibit 17-M, a letter from Joseph Clinton to J.W. Koessler, Jr., dated February 27, 1964.

(The document above referred to was marked Respondent's Exhibit No. 17-M for identification.)

Q. (BY MR. PROWELL) I hand you Respondent's Exhibit 17-A through M and ask you if you have seen those before and if you can identify it, please, sir.

MR. MC HUGH: Do you have other copies of that?

MR. PROWELL: Yes, sir.

MR. MC HUGH: Thank you.

THE WITNESS: Yes, sir.

Q. (BY MR. PROWELL:) What is that? A. That is an exchange

195 of correspondence I had with Jack Koessler concerning the installation of the carriage and the exchange of the ink carriages that are in the press in order to get them rebuilt.

Q. Who was Jack Koessler? A. Jack Koessler is the son of the owner of the company.

Q. Does he occupy some official position with the company as far as you are concerned? A. Yes. sir.

Q. What is that? A. He is secretary of the company.

MR. PROWELL: We offer Respondent's Exhibit 17-A through M.

TRIAL EXAMINER: Any objection?

MR. MC HUGH: No, sir.

TRIAL EXAMINER: I will receive Respondent's Exhibit 17-A through M.

(The documents above referred to, heretofore marked Respondent's Exhibits 17-A through 17-M, were received in evidence.)

Q. (BY MR. PROWELL:) Now, Mr. Clinton, did you have occasion to go to Florida in the fall of 1964? A. Yes, sir.

Q. Do you know when you left? A. I am quite sure it was on the
196 13th of November.

Q. Prior to leaving did you give any instruction to anyone concerning this inking carriage that you said was being repaired? A. Yes, sir.

Q. What instruction did you give and to whom? A. I told John Horton.

Q. What did you tell him? A. That the carriage had to be finished not later than Thanksgiving and I wanted the thing finished for all practical purposes by the time I got back from Florida.

Q. Now, what bearing did the date or the time of Thanksgiving have on the completion of the inking carriage? A. Our press was then operating about an average of one hundred fifty-eight hours a week.

Now, we were coming into the Florida busy season, which meant out circulations would go up, and, as a result, our press powers requirements would go up, so we would have to get some work out in order to put the carriages in.

Q. Now, when you say "get some work out" what do you mean?

A. Get some printing out so we could put the press down.

Q. Let me get back. You said "get them out."

What do you mean by "get them out?" Do the work here?

A. Get them transferred to one of our other plants.

Q. All right, go ahead. A. Now, our other plants had to be able

197 to take them. In our northern plants we do, in addition to comic printing, a considerable amount of what we call "commercial printing."

We print mailers and flyers for people like Sears Roebuck and Montgomery Ward and the heavy time of the year for this printing is coming into the Christmas season.

Now, their work is in the months of September, October, and November, and it is considerably higher than it is for the rest of the year, so they were not going to be able to take any work from us for September, October or November.

They told me that Thanksgiving or thereabouts they would be relieved of their commercial work and they would be able to take some of ours and they would have that relief until the latter part of January or February when they would start to print the Easter commercial work.

Q. Now, did you know that before you went to Florida? A. Yes, sir.

Q. What, if anything, did you do while you were in Florida in connection with this installation of the inking carriage? A. I visited several of our newspaper clients down there to get their anticipation as to how much circulation increase they would have for the months of November, December, January, February and March.

It was their winter season and that had a considerable bearing on the number of press hours that we would have to run the machine in order

198 to get out that work.

Q. Did you get that information while you were in Florida?

A. Yes, sir.

Q. And after you got that information did you make a determination as to how many press hours you had to work? A. We made a determination as to how many press hours we would have to work and how many press hours we would have to send somewhere else.

Q. Then when did you get back from Florida? A. I got back from Florida at 2:30 in the afternoon on November 19th, a Thursday.

Q. When you got back what did you do after that with respect to this information that you got in Florida in connection with the installation of the inking carriage? A. The first thing I did when I got back was to check with Horton to make certain that the inking carriage was ready or fairly nearly ready to go in.

Q. Was it? A. Yes, sir.

Q. Then what did you do? A. Before I came back I made arrangements -- I had talked to Jack Koessler on the telephone several times while I was in Florida and we figured out how much work we would have to send out of there in order to shut the press down long enough for us to put the carriage in.

199 Q. Now, at the time that you were doing this did you determine how many carriages you were going to put in, what did you determine with respect to this? A. We had no way of determining how many carriages we were going to put in. We could only put in one at a time and we wouldn't know much from there until we got the first one out or until we saw what was wrong with it, and what we could do about rebuilding it, so it was a one shot deal.

Q. When did you make up your mind that you were going to take out that first one? In other words, when did you determine the exact date on which you were going to take that first one out? A. After I got back on the 19th and checked the schedule between -- I would say between the 19th and the 20th, and I determined where our press running schedule was, that is, the jobs that we had to do, and the jobs we had lined up to do, and I knew that if everything went well that we would be able to make the change over Friday, December 4th.

Q. Who was making out the work schedule at that time? A. The work schedule list, the work schedule, that is, as it pertains to the men, was made out by John Horton.

Q. Starting with that time, was there some change made in who made it out? A. No, sir, because the work list that pertained to the work -- I made out -- I did and I always have done and continue to make out the job schedules.

200 I determine what production we will do and when we will do it and that has to be done in advance of a work list, and so I did that.

Q. Now, who made out the actual work schedule of selecting the men that were going to do the work? A. I did.

Q. You did both jobs? A. I did both.

Q. Had you done both in the past? A. I had done both in the past, but for a period of about six months or eight months -- I am not sure how long -- John Horton made out the work list schedule for the men.

Q. Now, why at this particular time did you make out both of them? A. Because I thought it was too confusing for him. It was a major change and we were going to have to drop some people and I wanted to be certain that they were dropped on the basis of their seniority.

Q. Now, was that plant wide seniority or departmental seniority, or what? A. Departmental seniority.

Q. Now, when you made out the schedule did you determine in advance how long you were going to be down to make that first change? A. When I made out the schedule -- first of all, we print a dated product.

201 It has to be used on the day that it is dated or it is no good. It is perishable and it has to be delivered at a certain time and we have to schedule our work so that the newspapers will get their production when they want it and in time for them to use it.

Now, I make out the schedule, but the schedule is always affected by our production by the time the schedule was made out until the schedule goes into effect.

Q. Well, do you mean by that that changes are made in it sometimes as you go along? A. Yes, sir.

Q. Does the same apply to the work schedule, the schedule of the men I have reference to? A. There would be changes in that, but they would be minor and they are not made up until they are closer to the actual day of their going to work.

The press schedule was made up in advance of the man power schedule.

Q. Now, how much time did you allow for the first change? A. Three days.

Q. And what three days were those; do you recall? A. The first one was -- we shut the press down on Friday morning of December 4th at seven o'clock and planned on starting it up at seven o'clock on Monday morning, and we didn't know -- we were not sure how it would work or how well it would work or what additional troubles we had, so we laid
202 off the three o'clock to eleven o'clock shift on Monday to make any adjustments or repairs that we would have to make and then scheduled the press from eleven o'clock Monday night, which would have been probably the seventh.

Q. And did that work -- did you get that carriage in and the other one out? A. Yes, sir.

Q. And what did you do with the one you took out? A. We took it back into the machine shop and immediately began to work on it and tried to get it ready for the next Saturday. We dropped back a day.

Q. Did you get it ready? A. Yes, sir.

Q. Did you put it in? A. Yes, sir.

Q. And what did you do with the one you took out? A. The one we took out we took back to the machine shop and started to tear it down.

Q. Were you able to put it in the following week? A. No, sir.

Q. Why not? A. We couldn't put it in for two reasons. One was that we went on strike in the meantime and another reason was that they didn't have enough bushings to rebush it and we couldn't put it in because
203 we couldn't repair it.

Q. When you say "rebush it" do you mean you had to have some parts? A. Yes, sir.

Q. And you did not have those? A. No, we had run out of them.

Q. How long did it take you to get some? A. We got the new bushings sometime in January?

Q. Did you eventually put that one back in and take another one out? A. Yes, sir.

Q. Do you remember about when that was? A. It was early in February. I think it might have been the fourth. I know it was early in February.

Q. Now, did the closing down of the press and the installation of the inking carriage have anything whatsoever to do with Union activity.

MR. MC HUGH: I object, conclusionary.

MR. PROWELL: It may be, but we are charged with that in the complaint and I think the witness had the right to deny the allegations in the complaint.

MR. MC HUGH: The Respondent has done it in his answer.

TRIAL EXAMINER: I will permit it. Objection overruled.

Q. (BY MR. PROWELL:) Did it have anything whatsoever to do with Union activities? A. No, sir, we had ten thousand dollars in that carriage. It would be stupid not to put it in.

204 MR. MC HUGH: I move to strike the answer as being self-serving and conclusionary.

TRIAL EXAMINER: Motion granted, beyond the first reference, I think, which was no, sir.

Q. (BY MR. PROWELL:) I will ask the question:

How much did you have in that carriage? A. Approximately ten thousand dollars.

Q. Now, you say you returned from Florida on the nineteenth? A. Yes, sir.

Q. On the 20th did you happen to talk to a Mr. Dark? A. Yes, sir.

Q. Who is Mr. Dark? A. Mr. Dark is the former Mayor of Sylacauga.

Q. Tell me what happened with respect to the conversation with Mr. Dark? A. He called me about four o'clock on the 20th. It was a Friday afternoon and he asked me to come down at his office at the cleaning plant.

Q. Did you go? A. Yes, sir.

Q. Tell me what happened there? A. When I got to his office he told me that he had heard that there had been a lot of grumbling out at our plant and I said, "Grumbling about what?"

205 He said, "The boys have been doing a lot of complaining about working on Sundays." He said, "They were not getting paid for holidays and they were not getting paid for overtime."

I said, "That doesn't make much sense. They were very well briefed on Sunday work and they did get paid on Sundays and by law we had to pay them time and a half for overtime."

I asked him if he knew who was complaining and he told me he thought it was the press room people.

I asked him who told him the story and he wouldn't tell me.

Q. Then did you go back to the plant? A. Yes, sir.

Q. What did you do after that? A. I got a hold of Mr. Horton and asked him if he knew about the complaints and I was kind of perturbed that I had heard of the complaints from downtown.

Q. Let me go back a minute. Did Mr. Dark say anything to you about any Union activities of any kind. A. No, sir.

Q. Did you know anything about any Union activities prior to that time? A. No, sir.

Q. All right, what instruction, if any, did you give to Mr. Horton? A. I told him to talk with some of the people and find out what they were
206 complaining about?

Q. Did you get a report from Mr. Horton the following day? A. The following day.

Q. The following morning? A. The following morning.

Q. What did he tell you? A. He told me that the thing evidently had got along pretty far because he said some of the people had signed some Union cards, and I asked him what Union and he told me he thought it was the International Trade Union.

I said, "That doesn't sound right to me." I had never heard of the International Trade Union in the printing business.

I asked him what the gripes were about and he told me it was about Sunday work. The principal gripe was about Sunday work, and he told me he had talked with these people the night before.

Q. This was on a Saturday, was it? A. This was on Saturday.

Q. On the following Monday did Mr. McFee come to see you? A. Yes, sir.

Q. Tell me what happened when Mr. McFee came to see you? A. Mr. McFee came to see me with Ronnie Jackson and Bobby Gaston. After he was in my office for a short time he handed me a letter and told me that a number of our people had requested that the International
207 Typographical Union represent them, and I told Mr. McFee that he was getting into something that was beyond the scope of my authority and that anything like that would have to be dealt with through our Buffalo office.

I had no authority to deal with them.

Q. Will you look at General Counsel's Exhibits 2 and 3 and tell me whether or not those are the documents that Mr. McFee gave to you or copies of them? A. Yes, sir.

Q. After you told Mr. McFee that, did you agree to meet with him at a subsequent time? A. No, sir. I told Mr. McFee that I would have to send these things up to Buffalo and he suggested that I call Mr. Koessler on the telephone and tell him what had transpired, and I said, no, I didn't think I could do that, that he wanted to see him. He wanted to know what it was all about and very likely he would want to deal with them up there.

I told him I would mail the stuff up and he said he would contact me the next day to see what the results were, and he left.

Q. The next day did you get in touch with Mr. McFee or did you see him and talk to him? A. I saw Mr. McFee the next morning at the Jackson Trace Restaurant.

208 Q. I believe he testified that you were on your way to Birmingham or something, or had a call to Birmingham? A. Yes, sir.

Q. Is that true? A. Yes, sir, I had an appointment to be in Birmingham, yes, sir.

Q. And did you go in the restaurant and speak to Mr. McFee? A. Yes, sir.

Q. What was the conversation about? A. I told Mr. McFee that I was not able to get in touch with Mr. Koessler, that he was out of town, and that I had mailed the thing up and I said that he would hear from us one way or another, either from me, probably, or from them, or else they in Buffalo would get in touch with the Colorado Springs Office.

Q. Now, on that same day did you get a call from Mr. Wheeles? A. Yes, sir.

Q. Who is Mr. Wheeles? A. Mr. Wheeles was one of our head pressmen.

Q. Tell us about that. Was it a telephone call? A. It was a telephone call to my home.

Q. Tell us about that? A. I think the call came at about seven thirty because I usually leave home at a quarter of eight.

209 Q. Go ahead. A. It was about seven thirty in the morning when he called and he told me that he was getting out of the Union and he wanted to know that if he got out of the Union would he be able to keep his job, and I said, "so far as I know, there is a right to work in the State, and whether you want to be in the Union or whether you don't is up to you. I don't think anybody can take your job away from you because you get out of a Union or because you get into a Union."

He told me he had been scared, that he signed up at midnight or one o'clock in the morning and without giving it enough consideration, and now he wanted to get out and wanted to know how to go about it.

I told him that I didn't know. I told him I presumed there was some way to get out of it, but I told him I thought he ought to either go see a lawyer to make sure his rights were protected or else he ought to try to find himself somebody who is older who would have his interest at heart rather than the interest of the Union or the interest of the Company, and I then told him, I said, "How about your father-in-law." I said, "He is a business man. He ought to be able to help you or else he ought to be able to send you somewhere to get help."

And then he left at that time.

210 Q. Later that day, did you get -- sometime later on did you get another telephone call? A. Very shortly after that telephone call Bobby Norred came to my house. He said he wanted to see me.

Q. All right, go ahead. A. He came in and sat down and he told me that he wanted to get out of the Union and he just about asked me the same question, would he lose his job if he got out of the Union.

I told him, "No, that I had just got a call from Guy Wheeles."

I told him that Guy said he wanted to get out, too, so Bobby asked me how to go about it and I told him I didn't know and I told him just about what I told Guy.

I said, "The best thing for you to do would be to go see Guy."

He said to me that Grover Blankenship and Gary Smith wanted to get out.

He wanted to know if he could take them with him and then he left.

Q. Did you get a call after that? A. Yes, sir, later that morning in my office.

Q. From who? A. I got a call from Joe Dark.

Q. What did he tell you? A. He said, "Some of these boys want to see you."

211 I said, "What do they want to see me about?"

He said, "They want to talk to you."

He said, "Will you come over to see them?"

I said, "Where you at?"

He said, "I am at Mr. Applebee's house."

I didn't know where Mr. Applebee lived. I asked, "Where does Mr. Applebee live?"

He told me to come over to the Craddock Clinic.

Q. Did you go over there? A. I went over in front of the Craddock Clinic, yes, sir, and Mr. Dark came out and was standing in front of the house and took me in the house.

Q. What happened over there? A. When I got in the house Guy Wheeles and Bobby Norred and Grover Blankenship were there, and one of them, I think it was Guy, said to me that Grover wanted to ask me some questions, and Joe Dark was there.

Q. Go ahead. A. Grover wanted to ask me some questions, so he told me that he wanted something in writing that if they got out of the Union that they wouldn't lose their jobs.

I said, "I don't think I can give you anything in writing." I said, "I am not sure, but I don't think so. It wouldn't seem proper to me."

He said--Grover said that they also wanted some assurance that
212 they didn't have to do any more Sunday work.

I said, "That would be kind of stupid for you, because if we didn't work on Sunday you wouldn't work at all, because you are one of the low men on the list, and if we don't do Sunday work then, obviously, we don't need all the men."

Then Grover said, "That is not the way the man said it."

I said, "Well, that is the way it would be." So I said, "I think I had better make a telephone call."

So I called my office in Buffalo and I talked to Jack Koessler and I told Jack that I thought that I had better talk to a lawyer, that the water was getting too deep in this thing for me, so he asked me to leave the number where I was at and he said he would get in touch with the lawyer and call me back.

In a few minutes the telephone rang and their Buffalo lawyer was on the phone and as soon as I got on the phone with him he told me to ask the people in the room to leave, and I did.

They went outside. They went outside of the building, so while they were outside the building I talked to the attorney.

Q. Did he give you some instruction? A. Yes, sir.

Q. What instruction did he give you? A. He said, "Get the hell out of there."

213 Q. Did you abide by that instruction? A. I did. They came back in and I told them that there was nothing in the world that I could do for them.

I said, "The best thing you can do is to get yourselves some good counsel and advice," and I got out of there.

Q. There has been some testimony here that you made that statement that you talked to Mr. Dark.

I want to ask you did you dictate to or give Mr. Dark a form of a withdrawal to get out of the Union?

MR. ADAIR: I object. I think he is leading him a little too far there in asking him what he did. He can ask him what he did, but not suggest the answer.

MR. PROWELL: I am not suggesting an answer. I am asking him whether or not he did.

TRIAL EXAMINER: I will permit it; overruled.

Q. (BY MR. PROWELL: Did you give to or dictate to Mr. Dark a form of withdrawal from the Union? A. I did not and I did not see any, nor did I hear of any.

Q. Now, let me go back a minute.

During that meeting did Mr. Wheeles say anything else to you that you can recall? A. Yes, sir.

Q. What else did he say? A. He told me while he was talking to them that Jerry Lawler and Johnny Thomas wanted to get out.

214 Q. They wanted to get out of the Union? A. Yes, sir.

Q. Now was it after this or before this -- let me go back a minute.

Go back and give us the details of the discussion that you had with Mr. McFee on the 23rd of November. I believe I cut you off. A. From the time he came in the office?

Q. Yes, sir, as best you can. A. Well, he came into the office and we talked very briefly and he handed me this letter. I read the letter. When I read the letter I told him that I was not surprised to see him as a Union Representative, but I was very much surprised to see the International Typographical Union.

I was expecting the International Printing Pressmens and Assistants Union.

MR. MC HUGH: I object to that. I move to strike it. It is a voluntary answer of the witness. I move to strike it unless he stated that to Mr. McFee.

MR. PROWELL: That is what he said.

TRIAL EXAMINER: That is the conversation.

MR. MC HUGH: Pardon me.

TRIAL EXAMINER: Are you telling us only the conversation with Mr. McFee?

THE WITNESS: Yes, sir. I asked Mr. McFee if he realized that
215 our people was web pressmen.

He said, "Yes, he did."

I asked him if he knew the kind of work they did, and he said he did, and I asked him if he knew that they didn't have any composing room or typographical room or linotypes..

He said, "Yes."

I said, "Isn't it strange that you want to represent these people? How come you didn't turn them over to the Pressmen's Union."

He said that he had claimed jurisdiction over press rooms.

I asked him if he was going to give these people a regular Union card or if he was going to give them a class B card or some other card.

He said no, that he would give them a regular Union card.

I said, "Well, what would that mean to them in case they wanted to travel? Would they be able to take that card and get a job?"

He said, "Yes, they would be able to take that card anywhere and get a job."

I said, "How can they take that card and get a job as pressmen? You don't have any press rooms."

He said they did.

I said, "Well, can they take that card to Birmingham and get a
216 job in the press room?"

He said, "No."

I said, "How about Miami?"

He said, "No."

I said, "How about West Palm Beach?"

He said, "No."

I said, "How about Atlanta?"

He said, "No."

I said, "Well, do you have any press rooms?"

He said, "Yes, we have a lot of them."

I said, "Well, where are they?"

He said, "We don't keep any records of them."

I said, "Well, in your territory you must run across them, so you ought to know where some of them are."

Then he said, "We have the Fulton County report."

And I reached down and got the editor publisher's magazine or directory and I looked in it to see if there was a Fulton County report listing, and there wasn't.

I asked him if that was one of those legal papers.

He said, "Yes."

I asked him if these people thought they would be able to take his card and go over and get a job.

He said, "Yes."

I said, "Well, don't you have a six year apprenticeship program?"

217 He said, "Yes."

I said, "These people have to be working six years in this trade. How can they get a job in your trade?"

He said, "It wouldn't make any difference if the company felt they were qualified then he would feel they were qualified."

Then he went into the history of the ITU and gave me some background about the ITU and I asked him if they had not been having jurisdictional disputes with the pressmen and I mentioned the trouble that they had in San Francisco.

He told me that they had an agreement with the pressmen's Union that where there was no organization either side could claim jurisdiction, but they had an agreement, he said, not to raid on each other's jurisdiction where it was established.

Then he handed me the petition with the names on it.

Q. Did you agree with that statement? A. No, sir.

MR. MC HUGH: I object. His agreement is entirely irrelevant.

TRIAL EXAMINER: Did you tell him you didn't agree?

THE WITNESS: No, sir, I don't think I told him.

TRIAL EXAMINER: I will strike it.

Q. (BY MR. PROWELL:) Did you know at that time that there was a considerable amount of litigation and squabbling going on between the pressmen's Union and the ITU? A. Yes, sir.

218 MR. MC HUGH: Object.

TRIAL EXAMINER: Sustained.

MR. PROWELL: I submit this is highly important as far as the company's decision is concerned as to whether or not he should have granted recognition to this group without the board making a determination as to the appropriate bargaining unit and as to who represented the people and we would like to make an offer of proof.

MR. MC HUGH: Mr. Examiner, --

MR. PROWELL: May I finish, Mr. McHugh? I would like to make an offer of proof that if the witness were permitted to answer that he would answer as he did, and I believe it is contained in the record.

TRIAL EXAMINER: Does somebody else want to say something?

MR. MC HUGH: If Respondent's Counsel is telling us that that company was confronted with demands by another Union, I think such evidence would be relevant on the issues, but so far as I know it isn't, and I believe it improper and irrelevant and it should be stricken.

MR. PROWELL: Up to this point there is certainly evidence in the record that these people have joined or submitted authorizations to two Unions.

TRIAL EXAMINER: I will reject the offer of proof.

219 Q. (BY MR. PROWELL:) Mr. Clinton, I hand you General Counsel's Exhibit 4, which appears to be a letter from you to Mr. Donald McFee, dated December 1, 1964. A. Yes, sir.

Q. I ask you if you wrote that letter? A. Yes, sir.

Q. Prior to writing that letter did you consult with me? A. Yes, sir.

Q. Was that letter written as a result of your consultation with me? A. Yes, sir.

Q. I show you General Counsel's Exhibit 10 and ask you if you are familiar with that? A. Yes, sir.

Q. Was that drafted after consultation with me? A. Yes, sir.

Q. Tell us what you did with that, please, sir, or one like it. A. I called the employee in.

Q. Now, who is it addressed to? A. This is addressed to John W. Thomas.

Q. Did you write that same letter to more than Mr. Thomas? A. Yes, sir.

Q. Who did you send it to? A. Guy Wheeles, George Hickey and John Nickolson.

220 Q. And what was their position with the Company? A. Head Pressmen.

Q. Were those the only Head Pressmen at that time? A. Yes, sir.

Q. And what did you do with the letter? A. I called them individually into my office with Mr. Horton. In fact, I had sent Mr. Horton out to bring them in, and I got the secretary in, Linda Davis, and I told them I had the letter to read to them and I read it and I signed it and dated it in front of them and I had the secretary witness it in front of them and I asked them if they understood it and I asked them if they had any questions.

Then I handed them the letter.

Q. On or about December 1st did you give me, as the Company's Attorney some instructions with respect to the Union's claim to represent your people? A. What date was that, sir?

Q. About December 1st. A. Yes, sir.

Q. What was that instruction? A. I told you and I had the instruction from my superiors to go to the Labor Board and get the unit situation straightened out and have an election as soon as possible.

Going back to the meeting that you had with Mr. McFee either on November 23rd or November 24th, did he offer at any time to have an

221 election before the Labor Board? A. No, sir.

Q. Now, with regard to the Head Pressmen, what are the duties and authorities and responsibilities of the -- I will go back.

I will show you General Counsel's Exhibit 11 and ask you if you are familiar with that. A. Yes, sir, I am familiar with it.

Q. Tell me what the duties and responsibilities of the Head Pressmen are. A. He is general supervisor over the press and its operation, the men, and he is responsible for the volume of the production and the quality and the Head Pressman or the man in charge at night is responsible for the plant and everybody else in it.

Q. Does that include the maintenance people if they were in there at night? A. Yes, sir.

Q. Does it include this colored man who is doing this shipping work that has been described? A. Yes, sir.

Q. What is the authority of the Head Pressman in the event somebody violates the company rule at night? A. He will have the authority to discipline him.

Q. What authority does he have if an employee fails or refuses to

222 perform his work? A. He has the authority to send the man home and get somebody else in his place.

Q. Whose responsibility is it to assign employees in the plant in the evening and night in the event it is necessary to change them from their ordinary routine? A. The man in charge.

Q. Have the instructions to the man in charge ever been given to them orally in addition to General Counsel's Exhibit 11, to your knowledge? A. Yes, sir, they have.

Q. When was that? A. When we first began operating in early March of 1963. Mr. Klausman, Superintendent of our Dunkirk plant, was down here for several months getting this press in operation and helping to train the people and the head pressmen were made aware of their duties and responsibilities.

Q. When you say "made aware," how were they made aware? A. They went over this thing item by item with Mr. Klausman.

Q. At this point I want to hand you Respondent's Exhibit 16 and ask you if you have ever seen that before, and, if so, where? A. Yes, sir, I have seen it.

Q. Where did you see it? A. In my office. I got it in the mail.

223 Q. I want to hand you Respondent's Exhibit 18 for identification, which is dated November 24th, 1964, bearing what appears to be the signature of Bobby J. Norred, and --

MR. ADAIR: May I see it?

MR. PROWELL: Excuse me.

MR. ADAIR: Thank you.

Q. (BY MR. PROWELL:) I ask you if you have ever seen that before? A. Yes, sir.

Q. Where did you see it? A. In my office. It came in the mail.

Q. Do you remember about when you received these two documents, 16 and 18? A. I think I received them on the 25th.

MR. PROWELL: We offer Respondent's 18.

MR. MC HUGH: I object to it. It has not been properly authenticated. I also got a letter in the mail, Mr. Examiner, which I have had a little trouble getting in.

MR. PROWELL: But you didn't testify to it, Mr. McHugh.

MR. MC HUGH: Neither has this witness. To my knowledge, the employee who certainly wrote that is employed by this respondent and should be produced to authenticate the document.

MR. PROWELL: Let me ask one or two questions, Mr. Examiner, and possibly save some point with respect to it.

224 Q. (BY MR. PROWELL:) Have you had an opportunity to compare with that signature the signatures that are in your file that is on Respondent's Exhibit 18? A. Yes, sir.

Q. Have you concluded in your own whether or not that is the signature of Mr. Bobby Norred? A. Yes, sir.

Q. What conclusion did you reach? A. I compared it with a cancelled check and I think it is his signature.

MR. PROWELL: We offer Exhibit 18.

TRIAL EXAMINER: Did you ever talk to Mr. Norred about it?

THE WITNESS: Yes, sir. He asked me if I got it.

TRIAL EXAMINER: How long after you got it did he ask you that?

THE WITNESS: A few days.

TRIAL EXAMINER: I will receive Respondent's Exhibit 18.

(The document above referred to was marked Respondent's Exhibit No. 18 for identification, and was received in evidence.)

Q. (BY MR. PROWELL:) Now, on December 3rd, did you have a conversation with Mr. McFee and Mr. Jackson? A. Yes, sir. Mr. McFee?

225 Q. Mr. McFee, yes. A. Yes, sir.

Q. Mr. Jackson was not there? A. Yes, sir, he was there but he didn't converse.

Q. Tell us about that. A. Mr. McFee came to the office and I went out to the secretary's desk and talked to him and he asked me what the reply was to his original letter, and I told him that we had written to him and asked him if he had received a reply. He said no, he had not, and we were standing by the girl and I asked her if it had not been mailed, and she said, yes, it was written and mailed. I think it was on December 1st.

He said he didn't get it and he wanted to know if the contents were favorable or unfavorable, and I said I would rather let you be the judge of that.

He said, I think you would like to know that "some of the boys are getting restless."

I didn't reply.

He said, "I don't like some of the contacts that are being made."

I said, "I am not making any contacts."

He said something about like they didn't like the cut back.

I said, "I think the best thing for you to do is to take this matter up
226 with our attorneys."

He asked me who our attorney was and I gave him your name and then he left.

Q. Later on that day did you receive a telephone call from me? A. The next day.

Q. On December 4th? A. On December 4th I received a telephone call from you in the afternoon of the 4th.

Q. Did you receive some instruction from me? A. Yes, sir.

Q. What instruction did you receive?

MR. ADAIR: I object.

MR. MC HUGH: I do too. This is entirely self-serving. The facts speak for themselves. We don't need Mr. Prowell's advice in the record.

MR. PROWELL: I am trying to save a little time.

MR. MC HUGH: I think --

MR. PROWELL: Let me finish, Mr. McHugh; if you would be so kind once I would appreciate it. This deals with an instruction given in a conversation with the Union Attorney and we expect to put on evidence about the conversation with the Union's Attorney and instruction that was given to this man as a result thereof, and since it bears on and has some relation to the subsequent action that Mr. Clinton took, I think it is imperative that we
227 have it in the record.

TRIAL EXAMINER: I will take it. Overruled.

Q. (BY MR. PROWELL:) Go ahead, Mr. Clinton. A. Do you want me to tell the instruction that I got from you in the telephone conversation on the afternoon of December 4th?

Q. Yes, sir. A. You called me and told me that you had a conversation with Goldwaith, who was the Union Attorney, and that they were going --

MR. MC HUGH: I object. I object to this hearsay evidence.

MR. ADAIR: I object to him testifying about what Mr. Goldwaith said.

MR. PROWELL: He is the Union's Attorney.

MR. ADAIR: That is hearsay.

TRIAL EXAMINER: I will--

MR. PROWELL: This has a direct bearing on the subsequent action of Mr. Clinton.

TRIAL EXAMINER: Will you tell me what Mr. Prowell told you to do; not what Mr. Prowell told you about his conversation with Mr. Goldwaith. What did he tell you to do?

THE WITNESS: He told me if I had any further contacts or anything further on the subject of any kind to just turn it over to him.

MR. PROWELL: Did I understand your ruling, now, that the witness may not answer that I told him that the Union was going to file a petition--

MR. MC HUGH: I object.

MR. PROWELL: Let me finish, Mr. McHugh. If--

MR. MC HUGH: He is trying to get facts in the record, and I think it is improper.

MR. PROWELL: Mr. Examiner, since when does Mr. McHugh have the right to interrupt me and keep me from making my objection on the record?

TRIAL EXAMINER: Let me ask you this:--

MR. PROWELL: First, I would like to have a ruling.

TRIAL EXAMINER: You are asking for straight hearsay out of this witness.

MR. PROWELL: I may be asking for hearsay, but I am asking for a conversation on which he took action and I submit to you that a conversation which was the --

TRIAL EXAMINER: You are asking him about a conversation on which you took action?

MR. PROWELL: No, he took action.

TRIAL EXAMINER: The conversation on which he took action came from his attorney.

MR. PROWELL: I am asking him the conversation I had with him.

TRIAL EXAMINER: The basis of the attorney's taking action would be hearsay as far as this witness would be concerned.

229 MR. PROWELL: I am talking about the action which he took based on the instruction that I gave him that the Union was going to file a petition.

MR. MC HUGH: In a similar matter, sir, at the start of the hearing you precluded me from having Mr. McFee testify with respect to information which he was received upon which to follow a basis for a request. What is the difference, I submit.

TRIAL EXAMINER: That is right. It is properly excludable. I excluded it before. I will exclude it now.

We will take a short recess.

(Brief recess taken.)

TRIAL EXAMINER: We will resume.

Q. (BY MR. PROWELL:) Mr. Clinton, tell us what the conversation was between you and Mr. -- did you tell us of the conversation between you and Mr. McFee on December 3rd? A. Yes, sir, I did.

Q. In that conversation did Mr. McFee offer at any point to agree that the National Labor Relations Board could decide the issues? A. No, sir.

MR. MC HUGH: I object to the question and the answer and move that it be stricken on the grounds that it is irrelevant.

TRIAL EXAMINER: Read the question, please.

230 (Whereupon, the Court Reporter read the pending question and answer, as requested.)

TRIAL EXAMINER: The motion to strike is denied.

Q. (BY MR. PROWELL:) Following that meeting did you receive General Counsel's Exhibits 5 and 6? A. Yes, sir.

Q. And after consulting with the company's attorney did you write General Counsel's Exhibit 7? A. Yes, sir.

Q. Can you explain how that document happened to be dated on December 12th, but bears the postmark of the 14th? A. Yes, sir. I think December 12th is a Saturday. The thing was typed on Saturday and evidently didn't get into the Sylacauga post office until the 14th.

Q. Now, as of the time that you received General Counsel's Exhibit 6, do you recall whether or not Mr. Lavender was still working for you? A. No, sir, he was not.

TRIAL EXAMINER: Which was that?

MR. PROWELL: Exhibit 6.

TRIAL EXAMINER: All right.

Q. (BY MR. PROWELL:) Mr. Clinton, would you tell us now for what reasons the Company declined to recognize the Union's claim to represent a majority? A. Yes, sir.

231 Q. What were they? A. They didn't think the grouping of people was proper, they had left out some of our groups. Some people were on the list that we figured were supervisory. We thought that if we got involved with the ITU that we would have jurisdictional problems with the pressmen and some of the people who are on the list had come out and the information that I had was that others were dropping out.

Q. Were there any other reasons that you can recall at the moment? A. Not that I can recall at the moment, sir. One of the things that bothered me was the fact that Wheeles told me and so did Norred that they were picked up after midnight.

He told me he was gotten out of bed at about one o'clock in the morning by six or eight of them and taken to Johnny Thomas' house and--

MR. MC HUGH: I object to this testimony on the part attributed to Bobby Norred and ask that it be stricken from the record. It is hearsay.

MR. PROWELL: I submit, Mr. Examiner, that this is part of the basis for rejection of the demand and the request and certainly anyone who is going to consider whether or not this was made in good faith would need to know on what basis the decision was made.

We are not arguing about whether or not it is true. We are simply
232 saying this is information which the man had available at the time
that he made his decision.

TRIAL EXAMINER: It may stay in. I will deny the motion to strike.

Q. (BY MR. PROWELL:) Well, for the purposes of refreshing your recollection, I will ask you if you had any information whatsoever about any threats or intimidation of any kind? A. Yes, sir.

Q. Did they have any bearing on the reason why you took the position that this matter should be decided by the Labor Board? A. Yes, sir.

Q. Do you have an employee working for you by the name of Wilbur Holmes? A. Yes, sir.

Q. What is he? A. Electrician and General Maintenance man.

Q. Does he have the authority to hire or fire anyone? A. No, sir.

Q. Can he effectively recommend the hiring or firing of anyone? A. No, sir.

Q. Have you ever considered him to be a supervisor? A. No, sir.

Q. Does he have anyone working directly under his direct supervi-
233 sion? A. No, sir.

Q. Is he a skilled craftsman? A. Yes, sir.

Q. When he is working in the evening or at night after the normal daytime hours in the plant, under whose supervision is he? A. The man in charge.

Q. Have you made any efforts whatsoever to restrict the activities of Mr. Holmes in regard to Labor Union matters or joining Unions or taking part therein? A. No, sir.

Q. Have you give some instruction with respect to that to Mr. Leslie and to Mr. Foster? A. Yes.

Q. What did you tell them? A. I told them --

MR. ADAIR: Objection.

TRIAL EXAMINER: Well, they aren't alleged to have been involved here at all, Leslie and Foster.

MR. PROWELL: But you have all kind of indications in the record, or at least, some contentions in the record that these people are treated the same.

We want to show there is a difference in the treatment.

TRIAL EXAMINER: I will permit it; overruled.

234 Q. (BY MR. PROWELL:) Did you give some instruction to those two? A. Yes, sir.

Q. What instruction did you give them? A. I told them not to talk to anybody about the Union and not to try to get any information out of anybody, that we couldn't intimidate and we couldn't promise anybody anything and they was to keep away from them completely.

I told them that anything that they did would be our responsibility and the best thing for them to do would be to say nothing.

Q. Now, in the meeting that you had with Mr. McFee on the 23rd of November, did you at any point nod your head when he said that he represented a majority of your people? Did you nod in the affirmative? A. No, sir.

Q. Did you at any point either in that meeting or in the subsequent meeting on December 3rd nod your head when he said that he claimed to represent a majority? A. No, sir.

Q. Did you nod your head in the affirmative in either the meeting of November 23rd or December 3rd when he said that you know we represent an appropriate unit? A. No, sir.

Q. Did you know what the term "appropriate unit" meant? A. No, sir.

235 Q. Was the installation of the new press postponed at any time since March of 1963? A. No, sir.

Q. Was any announcement made to the employees about the installation of a new press? A. In March of 1963.

Q. What was the substance of the announcement? A. I informed the employees individually that we had put additional room onto the back of the building and I informed them that we were going to start on the press foundation, the pit, and that if everything went well and we had good luck we would have the press in operation by the end of the year.

That was at the end of 1964.

Q. Will you hire some more people or increase your complement when it goes into operation? A. Yes, sir.

Q. Has it gone into operation yet? A. No, sir.

Q. Approximately how many more will be hired?

MR. MC HUGH: Mr. Examiner, I fail to see the relevancy of this.

TRIAL EXAMINER: How many more what will be hired?

MR. PROWELL: How many more people. How much increase in complement will he have.

236 THE WITNESS: Thirty to thirty-five.

TRIAL EXAMINER: I will permit it; overruled.

THE WITNESS: Thirty to thirty-five.

TRIAL EXAMINER: More?

THE WITNESS: More.

Q. (BY MR. PROWELL:) Now, there has been some testimony here about some wire for the new press.

Do you recall an incident involving some wire for the new press? A. Yes, sir.

MR. PROWELL: Mark these as 19, 20 and 21, if you will.

(The documents above referred to were marked Respondent's Exhibits Nos. 19, 20 and 21 for identification purposes.)

Q. (BY MR. PROWELL:) I hand you Respondent's Exhibits 19, 20 and 21 for identification and ask you if you will tell us what those are, please, sir. A. The wire was received to the plant --

TRIAL EXAMINER: What is that document?

THE WITNESS: This is a bill of lading.

MR. MC HUGH: This is --

Q. (BY MR. PROWELL:) Which one of these are you referring to; is that 19? A. 20.

237 Q. Start with 19. A. I will start with that one.

Q. Start with 20. A. 20 is a bill of lading made out for a shipment of wire to Mayer Electric Company in Birmingham.

Q. From whom? A. From Dixie Color Printing Company.

Q. What is the date on it? A. November 23rd, 1964.

Q. Now, look -- A. By Baggett Transfer Company.

Q. Look at the next one and tell me what it is? A. It is number 21.

Q. What is that? A. This is a Baggett Transfer Company weigh bill from Mayer Electric Company to Dixie Color Printing Company dated December 8, 1964, for two reels of wire.

Q. All right, now, look at number 19. A. That is signed as having been received by Hugh Hickey.

Q. Look at number 19 and tell me what that is? A. That is an invoice from Mayer Electric Company to Dixie Color Printing Company dated December 9, 1964, for the two spools of wire, and no charge.

MR. PROWELL: We offer these.

TRIAL EXAMINER: May I see those, please?

238 MR. PROWELL: The three documents, Mr. Examiner?

TRIAL EXAMINER: Yes, sir.

MR. MC HUGH: I have no objection on behalf of General Counsel, Mr. Examiner.

TRIAL EXAMINER: I will receive Respondent's 19, 20 and 21.

(The above referred to documents, heretofore marked Respondent's Exhibits 19, 20 and 21, were received in evidence.)

Q. (BY MR. PROWELL:) Tell us what happened with respect to those spools of wire covered by those exhibits, Mr. Clinton? A. The wire was received into the plant at Dixie Color Printing Company on November 16th, and it was moved from the shipping room back to the storage area that we were using behind the press room.

On Saturday, November 21st, Mr. Holmes came to me and told me that the wire had been damaged. It is a large spool of wire. The big one was a large spool. The small one, of course, was smaller, and it was the one that was going to carry the power from our electrical control center in the press pit and it required two long runs of wire that couldn't be broken.

He told me he couldn't use the wire because the break in the
239 installation was one hundred feet or so from the end and so I asked him whether the wire had been damaged when it was received or whether we damaged it after we received and we couldn't find out.

The wire was covered and I looked at it with him. Evidently a fork lift had been run into it. It had been carried by a fork lift and a fork lift had been gouged in it and it tore out some of the insulation.

I told him -- I got out the original bill of lading and we did not indicate it as having received the wire damaged, and so I told him to call the trucker and send the wire back to Mayer and then we would fight it out with Mayer as to who was responsible for the damaged wire.

The wire was worth about two thousand dollars.

Q. Did the sending back of the wire have anything whatsoever to do with the Union activity in the plant? A. No, sir. As soon as we straightened it out with Mayer they returned wire that was not damaged.

Q. There has been some testimony here with respect to a colored employee named Fletcher Thomas operating a piece of equipment in the plant.

Do you recall that incident? A. Yes, sir, I do.

Q. Tell us about it, please, sir. A. Fletcher Thomas has been moving large piles of white waste up to the bailer because it was easier
240 than doing it by hand, and in doing it with the tow motor he was slowing down the motor to the point where we were burning out resistors or were liable to burn out resistors, and Holmes came to me and complained about it.

Q. Did Holmes come to you at night or during the day? A. No, Holmes came to me during the day time.

Q. Do you remember about when it was? A. It was shortly after I came into work in the morning. I don't remember what day it was.

Q. Do you remember the time of the year or the month it was in? A. Yes, sir, it was either in the very early summer or in the very late spring.

Q. Of what year? A. 1964.

Q. All right, after Mr. Holmes came to you what did he do? A. I had talked to Fletcher Thomas about a week before because he had been caught sleeping.

Q. Who caught him? A. On the job. The colored man that relieved him and he reported to me that they were having too much trouble trying to get their work out, so I went and talked to Fletcher.

Q. Did you talk to Fletcher after you got this report from Mr. Holmes? A. Yes, sir.

241 Q. And what was the result of your conversation with Fletcher Thomas? A. I told him that it had been reported to me that he was using the lift fork to bulldoze the white waste up to the bailer and we had already put a notice on the bulletin board--

MR. ADAIR: I object to this. This is going beyond the question, and rambling all over. What was said.

TRIAL EXAMINER: Tell us what was said.

THE WITNESS: I told Fletcher Thomas that he was disregarding the rules that were put on the bulletin board. I had previously warned him about his conduct and I discharged him.

MR. PROWELL: That is all we have, sir.

* * * * *

CROSS EXAMINATION

Q. (BY MR. MC HUGH:) Mr. Clinton, you testified that you made sure that the letter that Bobby Norred sent to you was his because you compared the signature with the payroll and cancelled check signature of Bobby Norred? A. Yes, sir.

Q. Did you also compare the signatures on the petition in similar fashion? A. No, sir. 242

Q. Well, why did you just take Bobby Norred's signature and not the other twenty-two or twenty-four? A. I didn't just take Bobby Norred's.

Q. Well, did you compare the signatures on the petition? A. No, sir.

Q. Did you compare the signatures on the second petition with any cancelled checks or payroll records? A. No, sir.

Q. Only those that wanted to get out of the Union, is that right? A. Yes, sir.

Q. What did you do with the petition after you got it, the first one? A. I sent it to my Buffalo office.

Q. Did you also send along classifications as you told Mr. McFee you were going to do? A. No, sir.

Q. Isn't that what you told Mr. McFee? A. No, sir. I didn't have to send the classifications. They already have them.

Q. What did you do with the second petition? A. I sent a copy to Buffalo and a copy to Mr. Prowell.

Q. Did you check out the names on the second petition, examine them and compare them with your payroll signatures? A. No, sir. 243

Q. You made no effort to determine whether they were valid or invalid, did you? A. No, I didn't.

Q. You stated that your attorney instructed you to do whatever--what did he state with reference to having a Labor Board election? A. He told me that Mr. Goldwaith said the Union was going to go to the Labor Board and that we would have an election in a very short time.

Q. Are you aware of the fact that an employer can ask for a Labor Board election at any time it sees fit after it has been requested? A. No, sir.

Q. Is your attorney aware or did he tell you this?

MR. PROWELL: I object. How would this man know what I am aware of?

Q. (BY MR. MC HUGH:) Did your attorney tell you that such a procedure was available to you? A. If he told me I don't remember him telling me. I don't remember him telling me.

TRIAL EXAMINER: The record may stand.

Q. (BY MR. MC HUGH:) You testified that you had heard that some of the employees wanted to get out of the Union? A. Yes, sir.

244 Q. Now, after the strike had been in duration about four months, is that still your position, that some of the employees wanted to get out of it? A. Do you want my opinion?

Q. No, sir. A. What do you want?

Q. Do you still believe that? A. I believe some of them would still like to get out.

Q. All right, sir. You testified that Mr. Dark informed you that the men were making complaints and that they were dissatisfied.

Would you tell us exactly what Mr. Dark told you? A. Mr. Dark told me that he heard that some of the men in the plant were complaining, griping about Sunday work, and not being paid for holidays and not being paid for overtime.

Q. Did he tell you how he heard? A. No, I asked him and he wouldn't tell me.

Q. Does he visit the plant frequently? A. No.

Q. Has he ever visited the plant before? A. He has been out at the plant a few times. He has not been there for a long time, I don't think.

Q. And you instructed John Leck Horton to contact the men? A. I told him to find out what the gripes were about.

245 Q. Did you tell him any particular time to talk to them? A. No, I didn't.

Q. You left that up to him? A. Yes, sir.

Q. Did you know what time he went to see them? A. Not until the next day.

Q. Did you instruct him to go out there at twelve o'clock at night? A. No, sir, I think I know why he went out there at that time.

Q. What did John Leck Horton tell you after he reported to you? A. He told me the next morning that he understood that several of the men told him they had signed some kind of a Union card.

Q. Did he say anything about cutting out work to you? A. No, sir.

Q. Did you tell him to go out there for that purpose? A. For what purpose?

Q. To offer to the men to cut out Sunday work? A. No, sir.

Q. How about paying them double time or time and a half for Sundays? A. You said how about it. What do you mean, how about it?

Q. Did you tell him to go out there and offer that to the men?

246 A. No, sir.

Q. Did Mr. Dark suggest that? A. Mr. Dark?

Q. Did Mr. Dark suggest that you make such an offer to the men? A. No, sir, Mr. Dark is pretty far removed from it. He wouldn't know what I was talking about.

Q. He is pretty far removed from it, you say? A. Yes, sir, from our double time or Sunday work.

Q. He seemed to know more about the complaints than you did? A. He knew more about the complaints, that is right. He sure did.

Q. But you didn't know anything about the Union situation? A. Not to my knowledge. He didn't tell me about it.

Q. Who performed the maintenance work after the carriage which was in the press room had been replaced? A. Say that again.

Q. Who performed the maintenance work on the carriage which had been replaced by the overhauled carriage? A. You are talking about the carriage that came out, now?

Q. Yes, sir. A. The carriage that came out?

Q. Yes, sir. A. Who did the maintenance work on it?

247 Q. Yes, sir, the overhaul work? A. I believe Frank Horton did most of it.

Q. Frank Horton worked quite a while there for a spell, didn't he, Mr. Clinton? A. Yes, sir, he did.

Q. Was he the only maintenance employee, the only mechanical maintenance employee? A. The only qualified machinist we had were Frank Horton and John Horton.

Q. Was Shaphan Grant qualified to do any work like that? A. No, not machinist, no. He is an electrician.

Q. Had he ever worked on the carriages before? A. Not the machine work, no.

Q. He never did machine work? A. I don't think he knows anything about machines.

Q. How about Lavender? A. He is not qualified either.

Q. Just Leck and Frank Horton were the two? A. The only two machinists we have in the plant.

Q. Is it your testimony that Shaphan Grant did not ever work on the carriage? A. No, I didn't say he didn't.

Q. To perform mechanical maintenance? A. He might have done mechanical maintenance, but that would be very simple. He couldn't do any complicated mechanical maintenance. He couldn't make anything.

248 Q. Is it your testimony that David Lavender never assisted in overhauling any of the press carriages? A. You can wipe off the carriage and assist. He put some grease lines on or things like that. He was not qualified. He has not had but three or four months of machinist experience in his life.

MR. MC HUGH: I don't have any more questions, Mr. Examiner.

MR. ADAIR: I have a few questions.

TRIAL EXAMINER: All right.

CROSS EXAMINATION

Q. (BY MR. ADAIR:) Mr. Clinton, I believe you said that your first letter that you wrote to the Union -- I don't have the exhibit number, now, but the first one you wrote in answer to the first original demand and petition you first conferred with your attorney and then on the advice of your attorney you sent this letter, is that correct? A. Right.

Q. And the same was true the second time? A. Yes, sir.

Q. The second letter was after you had conferred with your attorney and he gave you advice as to what to say and what to do in your letter, is that correct? A. Yes, sir.

Q. Now, when you received the petition marked as General 249 Counsel's Exhibit Number 6, I believe you said you did not take the time to check these signatures against any documents that you may have had in your possession? A. That is right.

Q. To see if they were accurate? A. That is right.

Q. Authentic signatures? A. Yes, sir.

Q. But you did read over the petition, did you not? A. Yes, sir.

Q. And you read the names of the employees? A. Yes, sir.

Q. And you knew where these employees worked in your plant, did you not? A. Yes, sir.

Q. For instance, you knew that Billy Carden worked out in what you now designate on this exhibit as plating? A. The plating department, yes, sir.

Q. That is the designation that you give it? A. It is. I give all of them.

Q. And you also knew that Lavender worked in the machinist maintenance area, the mechanical maintenance area? A. Lavender switched from drafting to maintenance to shipping, where we needed.

Q. At the time-- A. He did more drafting than anything else he 250 did when he was there.

Q. At the time that he left the company and right prior to this last petition being handed to you did you not know that he was working in what you refer to as the maintenance area? A. I wouldn't particularly know at any given time where he was working. He could have been working any place because we switched him around where we needed him.

Q. You didn't check it to see? A. No, I did not.

Q. You were here yesterday when Mr. Lavender testified, were you not? A. Yes, sir.

Q. Did you hear him say that at the time he left the company or at the time that he had a conversation with you and that he was told that there was no more work at that particular time for him in the maintenance area? A. I heard him say that here yesterday. Is that what you are asking me?

Q. Yes, sir. A. Yes, sir.

Q. You did hear him say that? A. Yes, sir, I heard him say that.

TRIAL EXAMINER: Who was that?

MR. ADAIR: Mr. Lavender.

251 THE WITNESS: I heard him say that here yesterday.

MR. PROWELL: Are you through, Mr. Adair?

MR. ADAIR: No, I am not.

Q. (BY MR. ADAIR:) Now, I believe you testified that a Mr. Klausman -- I am not sure of the name -- was here. When was that that Mr. Klausman was here that you testified to earlier on direct examination? A. He was here February, March, April, and I believe the early part of May, 1963.

Q. 1963? A. That is correct.

Q. At that time, how many people did you actually have employed back in the press room area? A. Probably eighteen.

Q. Probably eighteen? A. I would have to guess. Eighteen or twenty. I really don't know. It was eighteen or twenty.

Q. Now, at this time that he first came when were you saying that was? A. It was in February.

Q. Of 1963? A. Yes, sir.

Q. You had one crew at that time, is that correct? A. No, he came in at the same time that the original people came in. He came in to start up the plant.

252 Q. At that time did you only have one crew? Did you begin with one crew? A. Yes, sir.

Q. Was he plant manager at that time? A. No.

Q. Mr. Klausman? A. No, he was Superintendent of the Dunkirk, New York plant.

Q. I see, and at this time he gave instructions to the head pressmen as to what their jobs were, is that your testimony? A. It was at this time, did you say?

Q. Yes. A. During that period when he was here, yes, that is right.

Q. And were you present when he gave those instructions? A. I was present some of the time, not all of the time. He gave those instructions more than once.

Q. What did he do? A. He took the booklet and gathered them around and explained the duties to them.

Q. And what he told them is what is embodied in the booklet? A. Yes, sir.

Q. Now, I believe you testified that at one time a group was sent out to Lofkin to train.

Did you testify to that on direct? A. Yes, sir.

253 Q. And approximately when was that? A. Two of them were sent out in about the first of April, 1960, and two of them were sent out the latter part of 1960.

Q. Now, who were the two that were sent out the first part of April, 1960? A. Frank and John Horton.

Q. Frank and John Horton? A. Yes, sir.

Q. Who were those that were sent out later? A. Guy Wheeles and George Hickey.

Q. I see, and is it your testimony that Guy Wheeles and George Hickey were sent out with instructions that they were being sent out to learn to be a head pressman? A. They were sent out with the instructions that they were to learn to be head pressmen.

Q. Didn't you testify to that on direct? A. I said they were taught to be. I didn't say that were given instructions that they were sent out to be. That is what you asked me.

Q. When they went out there were they taught to be head pressmen? A. They were taught to be head pressmen out there.

Q. In Lofkin? A. Yes, sir.

*　*　*　*　*

255 Q. Well, when you first began operating? A. About the first of March, 1963.

Q. And how many crews did you have when you first began operating then? A. We started out with one crew. We gradually built up.

Q. How many head pressmen did you have in the first crew you had? A. It varied. I don't know about the first crew, but we had three head pressmen and we had two crews and we had three head pressmen.

Q. Who were they? A. John Horton, Guy Wheeles and George Hickey.

*　*　*　*　*

256 Q. Mr. Clinton, has the company ever filed a representation petition in this matter? A. Not to my knowledge.

Q. But I believe that you stated earlier on direct that you had instructions from your superiors in Buffalo that you wanted to go on to an election? Is that your testimony on direct? A. I said that my

257 instructions to Mr. Prowell--

Q. I am not talking about Mr. Prowell. Earlier from Buffalo, I believe you said. A. That is the only instructions that I testified to, the ones that I gave to Mr. Prowell.

Q. You didn't testify earlier telling Mr. McFee of instructions that you had received from Buffalo? A. No, sir.

Q. Didn't you testify earlier on direct that you were told by Buffalo to go to the National Labor Relations Board to clear this matter up? A. No, sir, I did not.

Q. Well, who did you testify told you that? A. I didn't testify to that.

Q. Who did you testify told you to go to the Board to clear it up? A. Nobody told me to go to the Board and clear it up. I just said I didn't testify to that.

Q. You didn't testify that anyone told you that and you didn't pass that instruction on to either Mr. McFee in one of your meetings with him? A. No, I did not.

TRIAL EXAMINER: Mr. Clinton, I think this is what counsel is referring to. My notes say at about December 1st you told Mr. Prowell to go to the NLRB.

258 THE WITNESS: I told --

TRIAL EXAMINER: To get the unit straightened out and have the election as soon as possible.

THE WITNESS: I told Mr. Prowell to get the units straightened out.

Q. (BY MR. ADAIR:) You told Mr. Prowell that? A. Yes, sir.

Q. And to get an election as soon as possible? A. And to get an election as soon as possible, yes.

Q. Yes, I see. Did you testify earlier -- you stated rather rapidly -- that you were told that the Union was going to an election or the Union was going to get an election? Was that your testimony? A. Come again was that?

Q. I said did you testify earlier that you were informed by your counsel or otherwise that the Union was going to get an election? A. I was informed by the counsel that the Union was going to go to the board.

Q. To get an election? A. I didn't know what they were going to do.

Q. And it was based upon your counsel's advice, the action you took, is that your testimony? A. That is right.

* * * * *

259

REDIRECT EXAMINATION

Q. (BY MR. PROWELL:) Mr. Clinton, what was the conversation that you had with Mr. Lavender on that day when he claims that you told him that there was going to be no more work available for him? A. I don't think Mr. Lavender claimed or testified that I told him that.

Q. You did not have any conversation with him? A. I had a conversation with him, but not along those lines. I talked to him about coming back to us to do some part time drafting work.

Q. But you did not tell him there would be no more work available for him? A. No, I was trying to get him to come back and do some part time work for us and he agreed.

Q. If he wanted to continue was there work for him thereafter if he had not wanted to resign? A. Yes, sir.

MR. PROWELL: That is all.

TRIAL EXAMINER: At the time of this so-called cut back, did the
260 company make any permanent lay off of employees?

THE WITNESS: No, sir.

TRIAL EXAMINER: I take it from the correspondence showing that the company in Buffalo has a different means -- well, I just want to ask you what the corporate set-up is.

THE WITNESS: Well, they are the parent company and we are a wholly owned subsidiary.

TRIAL EXAMINER: And then there are other wholly owned subsidiaries?

THE WITNESS: Yes, sir.

TRIAL EXAMINER: What is the name of the Lofkin company?

THE WITNESS: The Southwest Color Printing Company.

TRIAL EXAMINER: And then the other plants have different names, too?

THE WITNESS: Yes, sir, all of them.

TRIAL EXAMINER: All of them do?

THE WITNESS: They are all different.

TRIAL EXAMINER: They are all wholly owned subsidiaries of greater Buffalo press?

THE WITNESS: Yes, sir.

* * * * *

263 TRIAL EXAMINER: On the record. Mr. Reporter, would you please mark these for identification as Respondent's Exhibits 22, 23, 24 and 25?

264 (The above documents were marked Respondent's Exhibits 22, 23, 24 and 25 for identification.)

TRIAL EXAMINER: May it be stipulated that Respondent's 22, 23 and 24 are copies of work lists posted on the bulletin board on November 30th -- on the dates indicated, and that these in particular were all made out by Mr. Clinton.

Is that satisfactory thus far?

MR. MC HUGH: Yes, sir.

MR. PROWELL: We agree.

* * * * *

265 TRIAL EXAMINER: I will receive Respondent's Exhibits 22, 23 and 24.

266 (The documents above referred to, heretofore marked Respondent's Exhibits 22, 23 and 24 were received in evidence.)

* * * * *

269 TRIAL EXAMINER: On the record.

270 Let the record show that Respondent's Exhibit 1, by agreement of counsel, we are putting in the rejected file, and it is the document which was originally marked Respondent's Exhibit 1 and which was shown to the witness McFee and the documents now marked Respondent's Exhibits 1-A, B and C are being withdrawn by Mr. Prowell.

By agreement of counsel we are waiving the duplicate of this rejected exhibit, Respondent's Exhibit 1.

* * * * *

271 MR. PROWELL: I suppose technically we are supposed to make a motion to dismiss the complaint. For this technical purpose we will make that motion and I assume you will reserve ruling.

TRIAL EXAMINER: I will reserve ruling.

* * * * *

Form NLRB-501

Form approved
Budget Bureau No. 64-R001.11

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

CHARGE AGAINST EMPLOYER

INSTRUCTIONS: File an original and 4 copies of this charge with the NLRB regional director for the region in which the alleged unfair labor practice occurred or is occurring.

DO NOT WRITE IN THIS SPACE
Case No. 10-CA-5942
Date Filed 12-14-64

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

Name of Employer: DIXIE COLOR PRINTING CORP.

Number of Workers Employed: Approx. 30

Address of Establishment (Street and number, city, zone, and State):
905 W. Ft. Williams Street
Sylacauga, Alabama

Type of Establishment (Factory, mine, wholesaler, etc.): Contract Printer

Identify principal product or service: Color Comics for Newspapers

The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8 (a), subsections (1) and (3) and (5) (List subsections) of the National Labor Relations Act, and these unfair labor practices are unfair labor practices affecting commerce within the meaning of the act.

2. Basis of the Charge (Be specific as to facts, names, addresses, plants involved, dates, places, etc.)

The employer has:

(1) Interfered with, restrained and coerced the employees in the exercise of their rights under Section 7;

(2) Discriminated against employees with regard to hire and tenure of employment and conditions of employment to discourage membership in the undersigned charging labor organization;

(3) Refused to bargain collectively with the representatives of his employees;

(4) By the above acts and by other acts and conduct within the past six months the employer has interfered with, restrained or coerced employees in the exercise of rights guaranteed in Section 7 of the Act.

NATIONAL LABOR RELATIONS BOARD
Docket No. 10CA5942 OFFICIAL EXHIBIT NO. G.C. 1(a)
Disposition { Identified ____ Received ✓ Rejected ____
In the matter of Dixie Color Printing
4/27/65 Witness ____ Reporter RHC

3. Full Name of Party Filing Charge (if labor organization, give full name, including local name and number)

INTERNATIONAL TYPOGRAPHICAL UNION

4. Address (Street and number, city, zone, and State): 301 S. Union Boulevard, Colorado Springs, Colorado

Telephone No. 636-2341

5. Full Name of National or International Labor Organization of Which It Is an Affiliate or Constituent Unit (To be filled in when charge is filed by a labor organization)

INTERNATIONAL TYPOGRAPHICAL UNION, AFL-CIO

6. DECLARATION

I declare that I have read the above charge and that the statements therein are true to the best of my knowledge and belief.

By /s/ J. R. Goldthwaite, Jr.
(Signature of representative or person filing charge)

J. R. Goldthwaite
Attorney
(Title, if any)

December 11, 1964
(Date)

WILLFULLY FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

U.S. GOVERNMENT PRINTING OFFICE: 1960-O-540170

GPO 862-464

G. C. Exhibit 1(c)

COMPLAINT AND NOTICE OF HEARING

It having been charged by International Typographical Union, herein called the Union, that Dixie Color Printing Corp., herein called Respondent, has engaged in, and is engaging in, unfair labor practices affecting commerce as set forth and defined in the National Labor Relations Act, as amended, 29 U. S. C. Sec. 151, et seq., herein called the Act, the General Counsel of the National Labor Relations Board, herein called the Board, on behalf of the Board, by the undersigned Regional Director for the Tenth Region, issues this Complaint and Notice of Hearing pursuant to Section 10(b) of the Act and Section 102.15 of the Board's Rules and Regulations, Series 8, as amended.

1.

A copy of the charge, filed on December 14, 1964, was served on Respondent by registered mail on December 15, 1964.

2.

Respondent is, and has been at all times material herein, an Alabama corporation maintaining its office and plant at Sylacauga, Alabama, where it is engaged in the printing, sale and distribution of nationally syndicated newspaper comics.

3.

Respondent, during the past calendar year, which period is representative of all times material herein, sold and shipped products valued in excess of $200,000 directly to customers located outside the State of Alabama.

4.

Respondent is, and has been at all times material herein, engaged in commerce within the meaning of Section 2(6) and (7) of the Act.

5.

The Union is, and has been at all times material herein, a labor organization within the meaning of Section 2(5) of the Act.

6.

Plant Manager Joseph T. Clinton, Press Foreman John Leck Horton and Chief Electrician Wilbur Holmes are, and have been at all times material herein, supervisors within the meaning of Section 2(11) of the Act.

7.

Respondent, by its following-named supervisors and agents, on or about the dates set opposite their respective names, interrogated its employees in and about the vicinity of its plant, concerning their union membership, activities and desires, and the union membership, activities and desires of other employees:

Press Foreman John Leck Horton	November 21, 1964
Chief Electrician Wilbur Holmes	November 23, 1964.

8.

Respondent, by its supervisor and agent, Press Foreman John Leck Horton, on or about November 21, 1964, in and around its plant, promised its employees time and a half and double time pay and discontinuance of Sunday work if they refrained from joining or engaging in activities on behalf of the Union.

9.

Respondent, by its supervisor and agent, Press Foreman John Leck Horton, on or about November 21, 1964, in or around its plant, promised its employees that it would establish a plant committee to process grievances of its employees if they refrained from joining or engaging in activities on behalf of the Union.

10.

Respondent, by its supervisor and agent, Chief Electrician Wilbur Holmes, on or about November 20, 23, and 27, 1964, threatened its employees in and about the vicinity of its plant that it would close the plant if the Union were successful in its organizational campaign.

11.

Respondent, by its following-named supervisors and agents, on or about the dates set opposite their names, photographed and recorded motion pictures of the picket line activities of its employees:

Plant Manager Joseph T. Clinton	December 22, 23 and 29, 1964
Press Foreman John Leck Horton	December 23 and 24, 1964.

12.

Respondent, by its supervisor and agent, Chief Electrician Wilbur Holmes, on or about November 20, 1964, in and about the vicinity of the plant, threatened its employees that it would reduce the work days if the Union were successful in its organizing campaign.

13.

All production and maintenance employees of Respondent at its Sylacauga, Alabama, plant including press room employees, stereotype room employees, and mailing room employees, but excluding all office clerical employees, professional and technical employees, guards and supervisors as defined in the Act, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act.

14.

On or about November 16, 1964, a majority of employees in the unit described in paragraph 13 above, designated and selected the Union as their representative for the purposes of collective bargaining with Respondent with respect to rates of pay, wages, hours of employment and other terms and conditions of employment.

15.

At all times since November 16, 1964, the Union has been, and is, the representative of a majority of the employees in the unit described in paragraph 13 above, for the purposes of collective bargaining, and, by virtue of Section 9(a) of the Act, has been, and is, the exclusive representative of all the employees in said unit for the purposes of collective bargaining.

16.

On or about November 23, 1964, and at all times thereafter, the Union requested Respondent to bargain collectively with respect to rates of pay, wages, hours of employment, and other terms and conditions of employment with the Union as the exclusive representative of all employees in the aforesaid unit.

17.

Respondent, on or about November 30, 1964, and thereafter, unilaterally and without prior notification to, or consultation with the Union, reduced the hours of employment of the following-named employees included in the unit described in paragraph 13, above:

Oscar Clifton
Shaphan Grant
Billy Carden
Thomas Smith
Gary Smith
David Wilemon
Jerry Dees
George Hickey
Harmon Allen
Frank Gene Graham
John Nickolson
Buster Bryant

Bobby Gaston
John Thomas
James Reese, Jr.
William F. Osborn
Charles Mizzell
Jerry Lawler
Ronnye Jackson
Harold Ogle
Dura Williams
George Blankenship
Oscar Roughton

18.

Respondent reduced the hours of its employees as alleged in paragraph 17 above, because of their membership in, and activities on behalf of, the Union and because they engaged in concerted activities with other employees for the purpose of collective bargaining and other mutual aid and protection.

19.

Respondent, on or about November 23, 1964, and at all times thereafter, refused and has continued to refuse to bargain collectively with the Union as the exclusive representative of all the employees in the aforesaid unit.

20.

On or about December 16, 1964, employees of Respondent ceased work concertedly and engaged in a strike.

21.

The strike described in paragraph 20, above, was caused and prolonged by the unfair labor practices of Respondent described in paragraphs 7, 8, 9, 10, 11, 12, 17, 18 and 19, above.

22.

The acts of Respondent alleged in paragraphs 17 and 19 above constitute unfair labor practices affecting commerce within the meaning of Section 8(a)(5) and (1) and Section 2(6) and (7) of the Act.

23.

The acts of Respondent alleged in paragraphs 17 and 18 above constitute unfair labor practices within the meaning of Section 8(a)(3) and (1) and Section 2(6) and (7) of the Act.

24.

The acts of Respondent alleged in paragraphs 7, 8, 9, 10, 11 and 12 above constitute unfair labor practices affecting commerce within the meaning of Section 8(a)(1) and Section 2(6) and (7) of the Act.

PLEASE TAKE NOTICE that on the 27th day of April, 1965, at 10:00 a.m., Central Standard Time, at the Talladega County Courthouse, Talladega, Alabama, a hearing will be conducted before a duly-designated Trial Examiner of the National Labor Relations Board on the allegations set forth in the above Complaint, at which time and place you will have the right to appear in person, or otherwise, and give testimony.

YOU ARE FURTHER NOTIFIED that, pursuant to Section 102.20 and 102.21 of the Board's Rules and Regulations, Respondent shall file with the undersigned Regional Director, acting in this matter as agent of the National Labor Relations Board, an original and four (4) copies of an Answer to said Complaint within ten (10) days from the service thereof, and that unless it does so, all the allegations in said Complaint shall be deemed to be admitted to be true and may be so found by the Board.

Issued at Atlanta, Georgia, this 26th day of February, 1965.

[SEAL]

/s/ Walter C. Phillips
Regional Director Tenth Region
National Labor Relations Board

* * *

G. C. Exhibit 2

INTERNATIONAL
* * * TYPOGRAPHICAL UNION
301 South Union Boulevard, Colorado Springs, Colo.

Donald M. McFee, Representative
516 S. Harrison Ave.
Cary, North Carolina

November 23, 1964

Mr. Joseph T. Clinton, Manager
Dixie Color Printing Corp.
908 W. Fort Williams Street
Sylacauga, Alabama

Dear Mr. Clinton:

Please be advised that the International Typographical Union, affiliated with the American Federation of Labor-Congress of Industrial Organizations, has been authorized in writing by a substantial majority of the employees in your firm who perform work in the production department to represent them for the purpose of collective bargaining on wages, hours and working conditions. The production department operations include all production work in the press room, stereotype room and mailing room (shipping). All journeymen and apprentices employees performing the above described work are included in the collective bargaining group represented by the International Typographical Union.

We are prepared to meet promptly with you and your associates for the purpose of negotiating an acceptable labor-management contract covering wages, hours and working conditions for the employees of your firm as above set forth.

The International Typographical Union has been in existence since 1852. It enjoys a well-merited reputation as a responsible and highly-esteemed trade union composed of 115,000 highly skilled printing craftsmen. The many hundreds of subordinate unions of the ITU maintain contractural relations with thousands of fair-minded employers in the printing and publishing industry in the United States and Canada.

Looking forward to early and amicable negotiating meetings.

Sincerely yours,

/s/ Donald M. McFee
Representative

[I.T.U. Emblem]

G. C. Exhibit 3

PETITION

Mr. Joseph T. Clinton, Manager
Dixie Color Printing Corp.
908 W. Fort Williams St.
Sylacauga, Ala.

We, the undersigned production employees of the Dixie Color Printing Corp. who perform work in the production department of the color comics printing operations, have designated the International Typographical Union in writing to represent us in negotiations for the purpose of collective bargaining for wages, hours and working conditions.

Since we constitute a substantial majority of all production employees performing work in the press room, stereotype room and mailing room, which is the production department, we, therefore, request that the Dixie Color Printing Corp. recognize the International Typographical Union as our bargaining representative.

/s/ James Robert Gaston
/s/ Buster Bryant
/s/ John W. Thomas
/s/ Frank Gene Graham
/s/ Ronnye Edward Jackson
/s/ Oliver Harmon Allen
/s/ Harold Gene Ogle
/s/ Oscar O. Raughton
/s/ B. Norred
/s/ G. Wheeles
/s/ David Wilemon
/s/ Hugh P. Hickey
/s/ Charles C. Mizzell
/s/ O. B. Clifton
/s/ George N. Hickey
/s/ Jerry E. Lawler
/s/ James B. Reese, Jr.
/s/ Jerry A. Dees
/s/ Grover L. Blankenship
/s/ Thomas W. Smith
/s/ John L. Nickolson
/s/ Gary D. Smith
/s/ W. F. Osborn
/s/ Dura Williams

G. C. Exhibit 4

DIXIE COLOR PRINTING CORPORATION

908 West Ft. Williams Telephone 245-7421 Sylacauga, Alabama

December 1, 1964

Mr. Donald M. McFee
INTERNATIONAL TYPOGRAPHICAL UNION
516 South Harrison Avenue
Cary, North Carolina

Dear Mr. McFee:

We have had an opportunity to study and analyze your letter of November 23, 1964, in which you claim to represent a substantial majority of our employees in the Press Room, Stereotype Room, and Mailing Room.

It is our opinion that the unit which you have requested is not appropriate for the purposes of collective bargaining. We are unwilling to recognize your union unless and until the appropriate unit has been determined by the National Labor Relations Board.

We have a good faith doubt of your claim. We have been advised that a number of the employees whose names appear on the petition do not wish to be represented by your union and we understand that a number of other signatures authorizing your union to represent them were obtained through coercion and intimidation. In view of this situation, we are unwilling to agree that your union represents even a substantial number, much less a majority, of our employees in any appropriate unit.

For these reasons among others we will insist that an election be conducted by the National Labor Relations Board after the appropriate unit has been determined before we will recognize your union as the representative of a majority of our employees.

Yours very truly,

DIXIE COLOR PRINTING CORP.

/s/ Joseph T. Clinton

JTC:lad

G. C. Exhibit 5

[INTERNATIONAL
TYPOGRAPHICAL UNION]
301 South Union Boulevard, Colorado Springs, Colo.

[Donald M. McFee, Representative]
516 S. Harrison Ave.
Cary, North Carolina

December 8, 1964

Mr. Joseph T. Clinton, Manager
Dixie Color Printing Corp.
908 W. Fort Williams Street
Sylacauga, Alabama

Dear Mr. Clinton:

This will acknowledge your letter dated December 1, 1964, in which you stated that you were unwilling to recognize the International Typographical Union until such time as an election was conducted by the National Labor Relations Board among your employees. More specifically, you expressed a doubt as to our majority status and you expressed a doubt as to the appropriateness of the unit in question.

While we do not feel that the doubt you express is justified in any respect, we are enclosing a second petition which has been executed by a majority of your employees. This petition was signed freely and voluntarily by these employees in my presence on Friday, December 4, subsequent to your statement questioning our majority status.

Once again we request that you recognize and bargain with the International Typographical Union as the collective bargaining representative of all of your production department employees including press room, stereotype room, and mailing room employees, but excluding office clericals, janitors, guards, supervisors as defined in the Act, and all other employees. This clearly is an appropriate unit for bargaining.

We are prepared to meet promptly with you and your associates for the purpose of negotiating an acceptable labor-management contract covering wages, hours and working conditions for the employees of your Company as set forth above. Therefore, please contact us immediately so that we may make arrangements for negotiations.

Looking forward to early and amicable negotiating meetings, I am,

Sincerely yours,

/s/ Donald M. McFee
Representative

M:l

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

G. C. Exhibit 6

PETITION

Mr. Joseph T. Clinton, Manager
Dixie Color Printing Corp.
908 W. Fort Williams St.
Sylacauga, Ala.

In reply to your statement in a letter posted on the Dixie Color Printing Corp. bulletin board on December 3, 1964, concerning the majority status of the company production employees desiring to be represented by the International Typographical Union:

We, the undersigned production employees of the Dixie Color Printing Corp., who perform work in the production department of the color comics printing operations, have designated the International Typographical Union in writing to represent us in negotiations for the purpose of collective bargaining for wages, hours and working conditions.

Since we constitute a substantial majority of all production employees performing work in the pressroom, stereotype room and mailing room, which is the production department, we, therefore, request that the Dixie Color Printing Corp. recognize the International Typographical Union as our bargaining representative.

/s/ David K. Wilemon
/s/ Dura E. Williams
/s/ Ronnye E. Jackson
/s/ Grover E. Blankenship
/s/ Buster Bryant
/s/ Harmon Allen
/s/ James B. Reese, Jr.
/s/ Frank Gene Graham
/s/ Jerry E. Lawler
/s/ Gary D. Smith
/s/ Thomas Daniel Lavender
/s/ Billy W. Carden
/s/ Calvin Bryant
/s/ William F. Osborn
/s/ James Sanford
/s/ Charles C. Mizzell
/s/ Donald R. Kirk
/s/ Harold G. Ogle
/s/ Jerry A. Dees
/s/ Oscar O. Raughton
/s/ Hugh P. Hickey
/s/ Thomas W. Smith
/s/ O. B. Clifton
/s/ James R. Gaston

G. C. Exhibit 7

DIXIE COLOR PRINTING CORPORATION

908 West Ft. Williams Telephone 245-7421 Sylacauga, Alabama

December 12, 1964

Mr. Donald M. McFee
INTERNATIONAL TYPOGRAPHICAL UNION
516 South Harrison Avenue
Cary, North Carolina

Dear Mr. McFee:

In reply to your letter of December 8, 1964, we have received no facts which would cause us to change the position we set forth in our letter of December 1, 1964.

In order that the questions raised in our letter can be settled at the earliest possible time, we again suggest that you file a representation petition with the National Labor Relations Board. If you do this, we assure you that we will cooperate in every way toward having an early election.

Please send us a copy of the petition when it is filed.

Very truly yours,

DIXIE COLOR PRINTING CORP.

/s/ Joseph T. Clinton

JTC:lad

[Envelope Attached To G. C. Exhibit 7]

Dixie Color Printing Company
908 West Ft. Williams
Sylacauga, Alabama 35150

[Canceled Stamp]

[Postmark -
SYLACAUGA, ALA.
DEC 14, 1964
AM]

Mr. Donald M. McFee
INTERNATIONAL TYPOGRAPHICAL UNION
516 South Harrison Avenue
Cary North Carolina

NATIONAL LABOR RELATIONS BOARD

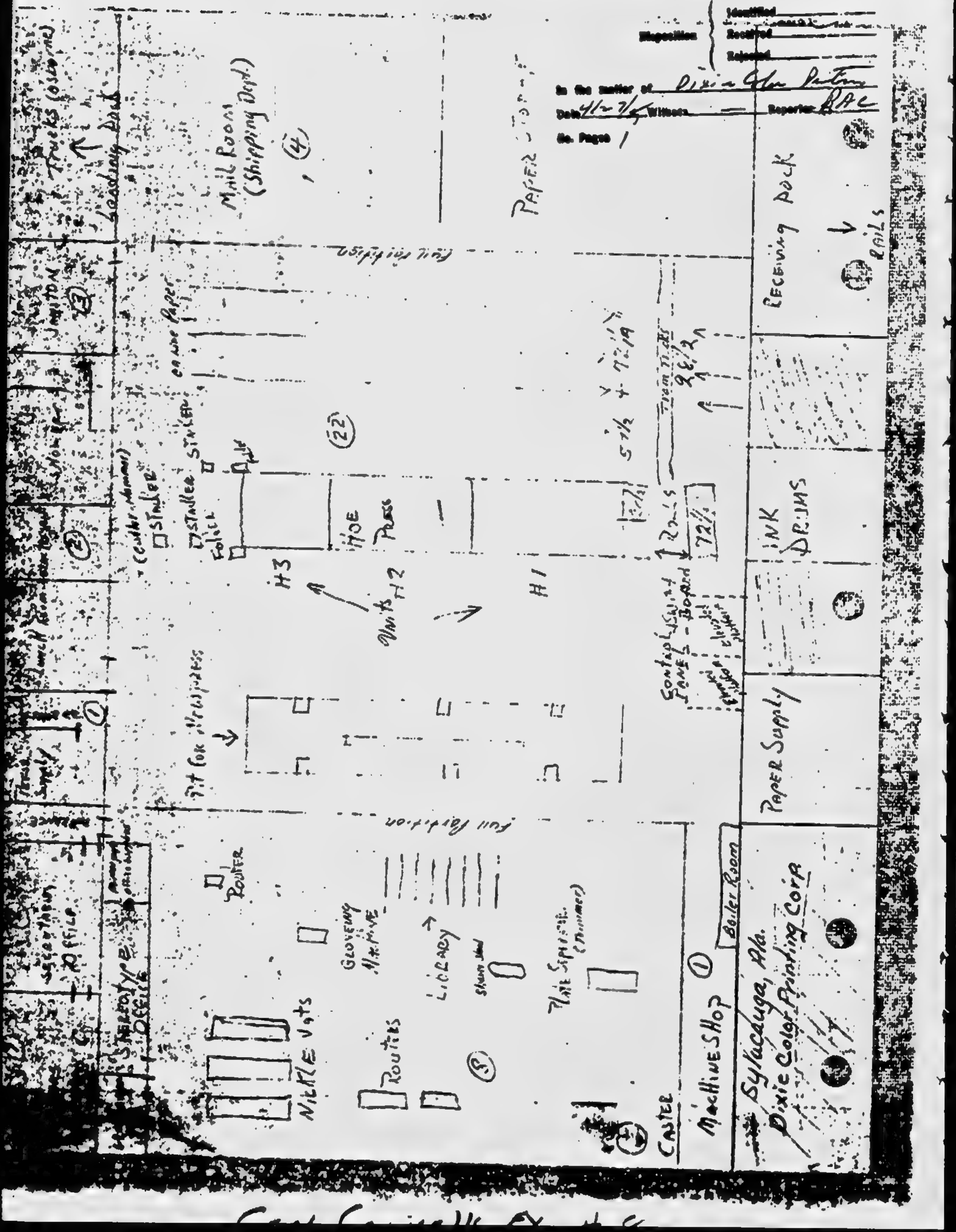
[redacted] No. 10CA5946 OFFICIAL EXHIBIT No. GC 8

Disposition { Identified ____ Received ____ Rejected ____

In the matter of Dixie Color Printing

Date 4/2-7/5 Witness ____ Reporter BAC

No. Pages 1



Trucks (outside)
Loading Dock
Mail Room (Shipping Dept.)
(4)
Paper Storage
Receiving Dock
Rails
Full Partition
Janitor
(3)
Stuffer
Stuffer
Stuffer
Folder
carrier paper
(22)
5 1/2 + 72 1/2
Form Table
98 1/2
Rolls
72 1/2
Hoe Press
H3
H2
H1
Units
Control Lighting Panel - Board
Ink Drums
Paper Supply
(2)
(1)
Pit for Newspapers
Full Partition
Router
Glovening Machine
Library
Plate Separator
Routers
Nickle Vats
Stereotype Office
Office
Boiler Room
Machine Shop
(1)
Caster
Sylacauga, Ala.
Dixie Color Printing Corp.

Gen Counsel's Ex # 8

BEST COPY

from the origina

G. C. Exhibit 9

To: Mr. Bill McHugh, Attorney
10th Region, NLRB, Atlanta, Ga.

Language on picket signs at Dixie Color Printing Corp., Sylacauga, Ala., carried by members International Typographical Union.

1.
DIXIE COLOR
UNFAIR
Sylacauga
International Chapel
Int'l Typographical Union
AFL-CIO

2.
We Constitute Majority
of
Production Employees
DIXIE COLOR
Will Not Bargain
UNFAIR
Sylacauga International Chapel
ITU - AFL-CIO

3.
ON STRIKE
DIXIE COLOR
Refuses to Bargain
Sylacauga
International Chapel
Int'l Typographical Union
AFL-CIO

Submitted by: Donald M. McFee, Representative

AVAILABLE
bound volume

G. C. Exhibit 10

To: John W. Thomas

Under the terms of the Taft-Hartley Act, you are a supervisor and a representative of management. As a representative of management, you may not take any part whatsoever in union activities or union affairs. If you take part in such activities, you will be subjecting the Company to charges before the National Labor Relations Board.

I want to instruct you at this time that you must not do anything whatsoever which would in any way subject our Company to any kind of charges before the National Labor Relations Board. If you do so, it will be necessary for me to take disciplinary action against you up to and including discharge. If you have any question about this instruction, I want you to ask it at this time. If you have no question, I will expect you to carry out this instruction.

Dated this 1st day of December 1964.

/s/ Joseph T. Clinton
DIXIE COLOR PRINTING CORP.

/s/ Linda Davis
WITNESSETH

G. C. Exhibit 11

RULES FOR OPERATING PRESS 2022

This press will be operated by five men. One of which will be in charge and four assistants. The following duties of each employee is explained below.

MAN-IN-CHARGE: The man-in-charge will have general supervision of the entire press, the control of its operation, and be responsible for the volume of production, the quality of printing, and other matters explained specifically in the following rules.

FIRST ASSISTANT: Will have charge of the lubrication of this press, also supplying ink to the fountains. The detailed duties of the men are also outlined in the following rules.

SECOND ASSISTANT: Will have charge of supplying newsprint rolls to the press. Duties are also outlined in the following rules.

THIRD AND FOURTH ASSISTANTS: Will have charge of the printed product delivered from the press, including jugging, placing copies into bundles and stacking bundles neatly on pallets. Duties are also outlined in the following rules.

Before leaving press area, assistants must first obtain permission of the man-in-charge. This is required so that not more than one assistant will be absent from press at any one time.

THE SPECIFIC DUTIES OF EACH EMPLOYEE SHALL BE AS FOLLOWS:

MAN-IN-CHARGE: Shall have ALL employees working on press under his authority and he must see that each is performing his duties properly in accordance with the rules. The pressman will also be in complete charge of push button control and none shall start press unless he so directs. The man-in-charge is responsible for general appearance of all printed matter produced on his shift.

1. After each job change he shall check over entire press and make certain there are no tools, rags, waste materials or other matter around press.

2. The tools must be checked to be sure all tools have been cleaned and returned to proper place before press is set into motion.

3. To check ALL paper break detectors and see that they are in proper contact with web before setting press into high speed. This rule applies for every time press is stopped for purpose of making job changes and particularly following each web break, where detectors may have been raised or the regular arrangement of the press disturbed in any manner.

4. Upon starting each job, pressman must be sure ALL WEBS ARE PROPERLY ALIGNED and that the top, bottom, side, and center margins are correctly positioned, also check page back-up of each web. Immediately following this operation printed copy must be checked with job envelope and and layout supplied, checking carefully that page numbers, page positions, dates or edition numbers, prices, illustrations and dates of each comic compare correctly with the layout. Compare each printed page (both top and bottom plates) to be sure each color plate corresponds correctly with the progressive proofs. All advertisements must read word for word making sure advertisement is in perfect register and match the progressive proof exactly. THIS CHECK MUST BE MADE AT THE START OF EACH SHIFT REGARDLESS OF WHETHER THIS JOB WAS PLACED ON PRESS OR RUN ON A PREVIOUS SHIFT.

As soon as ink and compensators are properly set, the pressman will check register and general printing qualities of the job. If any plates, advertisements or other important pages printing badly out of register, heavy or light impression, improper makeready apparent he will stop press immediately to correct this condition and proceed to run until lunch period or next job change, at which time the pressman will mark copy for re-registering operation, indicating the proper amount to move plate with colored cards.

DO NOT MOVE COMIC PLATES THAT ARE WITHIN A GREEN CARD THICKNESS OF REGISTERING. If three-quarter portion of comic is in register do not move plate in attempt to correct the one-quarter portion. This does not apply to advertisements.

A marked copy and all tools necessary for this operation will be distributed to each assistant and his position assigned on press, so that re-register may be made in a minimum of time.

5. After job has been re-registered the pressman must CHECK CONSTANTLY one of every 1000 copies printed for the following: Proper back-up, top, bottom, side and center margins, correct compensation, flow of ink, light or heavy impression; also that plates are printed clean and sharp and evidence of plates printing in the white margins.

If plates are found printing in white margins or clips printing, the pressman must immediately check the plate and blanket.

After re-register has been completed and flow of ink properly adjusted so that printed copy is as near perfect as possible to matching progressive proof, fifteen copies — unless otherwise indicated — should then be selected and wrapped.

Constantly checking color and necessary fountain adjustments are required to insure a perfect printed match of progressive proofs.

6. The pressman must see that folder is delivering neatly and that stacker is functioning properly at all times, so that assistants working at the delivery are receiving correct number of papers in each kick and correct numbers of copies contained in each bundle. Count five consecutive kicks half way through shift before lunch and again half way through shift after lunch.

7. It is the duty of the pressman to make an hourly inspection of entire press and keep constantly alert for irregular sounds or improper functionings of the machine. Also to make written report of worn or broken parts of press detected during this inspection.

He must keep press bench neat and clean and see that the floor area about the press is free from paper, waste and excessive oil and grease. Also that scrap paper and oily rag cans are maintained in their proper places at all times.

8. In case of a web break, roll changes or stoppage of press for any other reason, pressman will check over copies preceding break or stoppage, and copies after starting press, to make certain proper page order is maintained, and that no copies with missing pages or bad register or imperfect printing are permitted to pass as good copies. This must be checked personally by the pressman.

9. The pressman will be responsible for the volume of production delivered from this press and this volume must be kept to an average set by the office. The ability of the pressman will be determined by his production and by keeping to a very minimum the number of web breaks and spoilage.

10. One hour before each job change, the man-in-charge will check to be sure plates are placed around press in the proper positions, also instruct and supply each assistant with necessary tools and aprons, indicating his duties and section to be changed and location during the job change operation. Each member of the crew must wear an apron and always keep the plating wrench in pocket of apron when not in use. DO NOT LAY PLATING WRENCH OR ANY OTHER TOOLS ON FRAME OF PRESS.

11. It is also his duty to completely fill in skid flags and be sure no skid leaves the press without an attached skid flag. Also fill in Press Run Report, Makeready Report, completely signed Lubrication Booklet, and Web-Break Report, and upon completing each job, turn in the Page-Layout envelope with two sample copies and the Skid Report.

12. He must also save a copy at the start and end of each shift, marking at the top of page one the pressman's name, date, time and counter reading. Also file four copies of first proof and make certain to include one first-proof containing any plating errors and improper engaging of decks and indicate the name of the employee responsible for making the mistake. Also, one before and after re-registering,

indicating exactly what plates were moved during this operation. When making web break reports, be as specific as possible to indicate exact location in press where web break occurred.

13. If press was down on the previous shift, the man-in-charge MUST CHECK to make certain the two switches are turned on the MAIN LUBRICATING SYSTEM and functioning properly. These two switches are located on the grease drum platform at the rear of the press. A red light at the lower part of the electrical control will indicate that the grease system is not functioning properly. DO NOT OPERATE THE PRESS IF THIS RED LIGHT APPEARS. Serious damage may result if press is operated without proper lubrication.

If the press is scheduled down following the close of his duty, the man-in-charge must disengage the two main electrical switches in the boiler room. These two switches are clearly marked Press 2022 and Press 2022-A. Likewise these two switches must be turned on upon starting duty when press has been scheduled down.

Also very important if press has been down for one or more shifts is to make certain that ALL THREE DOORS are closed in the electrical control room and be sure the fan is operating in the electrical grid room.

14. One of the most important rules for the man-in-charge to follow is NEVER TO LEAVE THE FOLDER UNATTENDED AT ANYTIME. Always call upon the First Assistant or the Second ASSISTANT to be in attendance during your absence.

DUTIES OF FIRST ASSISTANT

1. Lubricate press and supply ink fountains, and clean press according to printed schedule provided.

2. The following is a cleaning schedule for each unit, folders and angle-bar arrangement:

(7:00 to 3:00 Shift) — Thoroughly clean Unit No. 1, and Drive-side Folder, including the frames, platforms and other parts of the entire unit.

(3:00 to 11:00) — Thoroughly clean Unit No. 2 and entire angle-bar arrangement, including the frames, platforms, and other parts of the entire unit.

(11:00 to 7:00 Shift) — Thoroughly clean Unit No. 3 and Off-Drive side Folder, including the frames, platforms and other parts of the entire unit.

3. When greasing parts of folder during lunch period, the First-Assistant must always blow out Folder end wipe paper dust and excessive oil and grease from folding and collecting cylinders.

4. A lubrication table has been provided at the Off-Drive side of the press to contain a supply of lubricating oils and grease. Also brushes to clean press and container for excessive oil and grease removed from the press. It is the duty of the oiler to keep this table neat and clean at all times.

5. Relieve the man-in-charge of the press when he must be absent from position at the folder.

DUTIES OF SECOND ASSISTANT

1. Prepare paper rolls and operate reels and pasters according to rules provided.

2. Lubricate reels according to rules provided.

3. Keep white waste, paper wrappers neatly in receptacles provided.

4. Keep accurate records of rolls used, white waste, web breaks, on forms provided.

5. When removing rolls from storage, be sure to use the entire carload before starting new car.

6. Keep floor area in vicinity of reels clean and orderly.

DUTIES OF THIRD AND FOURTH ASSISTANT

1. Keep folder clean, making certain to keep floor area in vicinity of folder clean and orderly. Use air hose provided to blow out the folder at each lunch period.

2. Check the card file at the start of each job for proper instructions regarding the number of copies contained in each kick, in each bundle, and correct number of bundles on each pallet.

3. Exceptional care must be exercised to job each kick neatly, also be sure correct number of copies are contained in each kick. Count five consecutive kicks at the start of each shift, also two hours after the start of duty and again directly after lunch period and two hours after lunch period. Notify man-in-charge immediately of any incorrect count.

4. Be sure to stack bundles neatly on pallets and make certain no bundles over-hang on either side of the pallet, also that no corners or copies are turned over when stacking bundles on previous layer of copies.

5. Always consult the man-in-charge if you are in doubt about considering copies to be discarded as spoils. NEVER permit spoiled copies to be included in in shipments to our customers.

6. A warning signal has been provided to indicate an automatic paster has been made at the reels. Make certain to remove the copy before the paster flag, the paster copy with flag, and the copy directly after the paster. Do not permit any paster copies to leave our plant.

7. Watch carefully that copies from one side of delivery are not mixed with copies from opposite side, as this will cause great concern to our customers.

8. We have instructed our customers to return the skid flags on any errors they may detect. These skid flags will indicate the employee responsible for these errors.

GENERAL RULES TO BE OBSERVED BY ENTIRE PRESS CREW

1. Before closing carriages, be sure that no tools, paper, or other foreign matter are left in press. Also make certain to wipe all slides clean and check that no cards or other materials are present on slides that may prevent a tight lock-up of carriages. Do not use excessive pressure when tightening both carriage locks.

2. Plate wrenches must be checked each morning by the machinist crew to make certain each wrench has the proper amount of torque. NEVER IMMERSE THE PLATE WRENCHES INTO SOLVENT FOR CLEANING. These plating wrenches must be cleaned by wiping with rags.

3. It will be very necessary to re-adjust the trolleys, nipping rollers and folding rollers when changing from a light to a heavy product and from a heavy to a light product in order to maintain a proper delivery.

4. In order to consider an automatic paster completed, it will be necessary to start when the expiring roll nears the core and paster completely passes through the folder. If the web breaks anywhere between these two points, it must be considered a paster failure and indicated as such on the Web-BREAK Report.

As near as possible be specific as to the location the web-break occurred.

5. Always report immediately to the man-in-charge any excessive heat or wear that may indicate any misfunction of the press; also report any missing tools, worn, broken or missing parts of the press. This verbal report must be supplemented by a written quadruplicate report and filed in the office.

NOTICE TO ALL PRESSMEN REGARDING THE PLACING OF BLANKETS ON CYLINDERS

When placing new red rubber blankets and .026 Spherekote drawsheets on the cylinder, make certain to AVOID OVER-TIGHTENING.

Test plates must be placed on the entire section of plate cylinder. Only draw up Spherekote blanket sufficiently tight enough to fit the cylinder snugly. Turn the cylinder over at least ten times and tighten Spherekote slightly. Repeat this operation three times MAKING CERTAIN NOT TO DRAW SPHEREKOTE BLANKET TOO TIGHT.

Upon starting press after new blankets have been placed on impression cylinder, run press for ten minutes, then draw up on each blanket only enough to remove the stretch. This should be done again after two hours of running. Avoid OVER-TIGHTENING.

RULES FOR PLATING HOE PRESS

GENERAL RULES FOR PLATING PRESS

All standard plates will be stamped B-R-Y indicate BLUE, RED, YELLOW plate. The stamping in the upper right hand corner indicate the head of the plate.

All standard plates must be placed in the plate box with the head of the plate to the right of the box and the black plate in the top compartment, blue in the third, red in the second, and the yellow in the bottom compartment. The placing of plates in boxes is a very important operation and must be done accurately. All plates must be in their proper compartments before returning to the library.

The tabloid plates will be stamped B-R-Y at the top-center of the plate. All tabloid plates must be placed in the box with the head to the outside of the box and likewise with the black in the top compartment, blue in the third, red in the second and yellow in the bottom compartment.

All necessary information regarding the plate will be indicated on the card in the box, such as, name of job it is to run in; page number; issue date; section; name of comic or ad and the position on the page will be circled on the left of the card; H for head, C for center, B for bottom.

BE SURE when returning job to the library each set is placed in box with the head to the right (tabloids, heads out) and that all four plates are correct and in their proper compartments.

At least one hour before job goes to press the man-in-charge shall anticipate what size the plates are to be removed from the press during the job change, and provide empty plate boxes in the elevating carts for the removal of these plates.

RULES FOR PLATING ONE-THIRD PLATES

1. Wipe off press cylinder. See that center rings and margin bars are clean of cards or other foreign matter and make certain under side of plate is clean.

2. Bring press cylinder into most convenient position. Place head of first plate segment against margin bar at top of page and under the ring. The margin bar at the top of the page will be marked so operator can easily distinguish it. The HEAD of the plate is the TOP part of the plate.

3. Check first plate segment to see that it is securely under the ring and laying flat and rests against the top margin bar.

   It is VERY IMPORTANT THAT THE OPERATOR CHECK THAT THE PLATE FITS THE RING AND LAYS FLAT AGAINST THE MARGIN BAR WITH NO SPACE OPEN EITHER AT THE RING OR AT THE MARGIN BAR.

4. Using the torque plate wrench to TIGHTEN THE CLIP NEAREST TO THE TOP MARGIN BAR AND PROCEED TO TIGHTEN EACH CLIP TO THE OPPOSITE END OF THE PLATE.

5. Place second plate segment on cylinder, position under ring, and bring top of this segment against the bottom of the first plate segment. See that this plate fits into the ring and rests against the base of the top segment, with no space between the two plates, and no space at the ring. WITH PLATE WRENCH TIGHTEN THE CLIP NEAREST THE TOP OF THIS PLATE AND PROCEED TO TIGHTEN ALL CLIPS TO THE OPPOSITE END OF THE PLATE.

6. Place third section of plate on cylinder, position it under the ring and bring it against the bottom margin bar, with no space open either at the ring or at the bottom margin bar. WITH THE PLATE WRENCH TIGHTEN THE CLIP NEAREST THE BOTTOM MARGIN BAR AND PROCEED TO THE OPPOSITE END OF THE PLATE.

RULES FOR PLATING ONE-HALF PLATES

TOP ONE-HALF PLATE

1. Bring cylinder into most advantageous working position.
2. Clean cylinder, rings and margin bars and make certain under side of plate is clean.
3. Put spacer into slot of top margin bar and push up so that shoulder of spacer rests against top margin bar.
4. Place top plate segment into the ring and bring grooved plate segment against shoulder of the spacer. CHECK to see that spacer is far into the margin bar as it will go, and that groove in plate segment is tight against shoulder of spacer.
5. Using the torque plate wrench START TO TIGHTEN THE CLIP NEAREST THE TOP MARGIN BAR AND PROCEED TO TIGHTEN EACH CLIP TO THE OPPOSITE END OF THE PLATE.

BOTTOM ONE-HALF PLATE

1. Bring cylinder into most advantageous working position.
2. Clean cylinder, rings and margin bars, make certain under side of plate is clean.
3. Place spacer into slot of bottom margin bar so that shoulder of spacer rests against bottom margin bar.
4. Push bottom half of plate segment into the ring and bring groove in the bottom half of the plate against the shoulder of the bottom spacer. CHECK to see that spacer is as far into the margin bar as it will go, and that groove in plate segment is tight against shoulder of spacer.
5. Using the plate torque wrench START TIGHTENING THE CLIP NEAREST THE BOTTOM MARGIN BAR AND PROCEED TO TIGHTEN EACH CLIP TO THE OPPOSITE END OF THE PLATE.

RULES FOR PLATING MAST-HEADS AND SMALLER PLATES THAT ARE GROOVED

1. Bring cylinder into most advantageous working position.
2. Clean cylinder, rings, and margin bar and be sure under side of plate is clean.
3. Place grooved mast-head plate into ring and press grooved area of plate as far into the top margin bar as it will go. Check to see that shoulder of head plate rests against the top margin bar, making certain there is no space between the plate and margin bar.
4. Using the plate wrench START TO TIGHTEN THE CLIP NEAREST THE TOP MARGIN BAR AND PROCEED TO TIGHTEN EACH CLIP TO THE OPPOSITE END OF THE MAST-HEAD PLATE.
5. Place the one-third (1/3) or one-half (1/2) plate whichever it may be into the ring. Bring this plate against the mast-head plate so that under cut of one-third (1/3) or one-half (1/2) plate comes to rest over grooved part of mast-head plate, making certain there is no space between either plate.
6. Again using plate wrench START TO TIGHTEN THE CLIP NEAREST THE TOP OF THIS PLATE AND PROCEED TO TIGHTEN EACH CLIP TO THE OPPOSITE END OF THE PLATE.
7. Proceed with other one-third or one-half plates on this page in the manner described before.

RULES FOR PLATING FULL PLATES

1. Bring cylinder into most advantageous working position.
2. Clean cylinder, rings and margin bars and be sure under side of plate is clean.
3. All full plates are to be placed AGAINST THE BOTTOM MARGIN BAR and pressed securely under the ring.

4. The one-third plate opposite the full plate will also be placed against the bottom margin bar and into the ring.

5. Using the torque plate wrench start to tighten the clip nearest the bottom margin bar and proceed to tighten each clip to the opposite end of the plate.

6. The center one-third plate is placed on the cylinder and positioned into the ring. Register this plate against the bottom set and start to tighten the clip nearest the bottom of the plate and proceed to tighten each clip to the opposite end of the plate.

7. The top one-third plate is then placed on the cylinder and positioned into the ring and placed against the top margin bar. THE FOLLOWING IS A VERY IMPORTANT PROCEDURE. Start to tighten the clip nearest to the bottom of this plate and proceed to the top margin bar.

8. When one-half plates are used opposite full plates the following procedure shall be followed: Place spacer into groove of bottom margin bar so that the shoulder of spacer comes to rest against the bottom margin bar. Put bottom one-half plate on the cylinder and position into the ring and bring grooved plate against shoulder of the bottom spacer. Check to see that spacer is far into the margin bar as it will go, and that groove in plate segment is tight against shoulder of spacer.

9. Using torque plate wrench start to tighten the clip nearest the bottom margin bar and proceed to tighten each clip to the opposite end of the plate.

10. Place spacer into the groove of the top margin bar so that the shoulder of spacer comes to rest against the top margin bar. Put the top one-half plate on the cylinder and position into the ring then bring grooved plate against shoulder of the top spacer. Check to see that spacer is far into the top margin bar as it will go, and that groove in plate segment is tight against shoulder of spacer. THE FOLLOWING IS A VERY IMPORTANT PROCEDURE: Start to tighten the clip nearest the bottom of this plate and proceed to the top margin bar.

FOLLOWING ARE GENERAL RULES THAT MUST BE OBSERVED WHEN PLATING PRESS CYLINDERS.

1. NEVER LEAVE BARRING BAR IN HUB. Remove it as soon as cylinder is in position.

2. NEVER LOCK PLATE ON PRESS unless you are SURE it is correct plate, and in correct position. If in DOUBT, CONSULT man in charge.

3. Check plates for cracks or porous areas on clip side. If plate is porous consult man in charge.

4. Always return any discarded plates to library.

5. Use care in removing and returning plates to plate boxes. Do not scratch or damage the plate.

6. Plates removed from press must go directly into plate boxes in proper color compartments. DO NOT LEAVE PLATES ON PLATFORMS OR ANY PART OF PRESS. NEVER STACK PLATES OR PUT ONE ON TOP OF THE OTHER.

7. All tools used in plating the press must be cleaned and returned to proper place in tool cabinet.

8. Cards, cleaning rags, or any other material must never be left on press frames, cylinders or platforms, at any time.

9. Aprons are provided to carry tools for plating press. Never lay any tools on press cylinders, frames, or platforms. KEEP TOOLS IN APRON POCKETS.

10. Report immediately any defective press clips, tools, or other material to man in charge.

11. Plate wrenches must be checked each morning to make certain each wrench has the proper amount of torque. NEVER IMMERSE THE PLATE WRENCHES INTO SOLVENT FOR CLEANING. Wrenches must be cleaned by wiping with rags.

12. POSITIVELY NO SMOKING IN THE PRESSROOM!

G. C. Exhibit 12

[G. C. Exhibit No. 12 was withdrawn]

G. C. Exhibit 13

Non Supervisory Employees
Employed in Production and Maintenance
on November 23, 1964 at
Dixie Color Printing, Sylacauga, Alabama

NAME	CLASSIFICATION
Horton, F.	Maintenance
Holmes, W.	Maintenance
Williams, A. L.	Maintenance
Kelly, F.	Maintenance
Lavender, T.	Maintenance
Davis, J. W.	Maintenance
Grant, S.	Pressman
Allen, O. H.	Pressman
Reese, J.	Pressman
Raughton, O.	Pressman
Osbourn, W. F.	Pressman
Norred, B. J.	Pressman
Bryant, B.	Pressman
Mizzell, C.	Pressman
Gaston, J. R.	Pressman
Graham, F. G.	Pressman
Jackson, R.	Pressman
Lawler, J.	Pressman
Ogle, H.	Pressman
Williams, Dura	Pressman
Blankenship, G.	Pressman
Dees, J.	Pressman
Smith, G.	Pressman
Smith, T.	Pressman
Wilemon, D.	Pressman
Hickey, H.	Shipping
Pullen, R.	Shipping
Clifton, O. B.	Shipping
Williams, David	Plating
Carden, B.	Plating
Sanford, J.	Stereotyper
Bryant, Calvin	Stereotyper
Brown, R.	Stereotyper
Kirk, D. R.	Stereotyper

G. C. Exhibit 14

PRESS RUN REPORT

Press No. .... **Shift** .... **Date** ....
Pressman .... **Oiler** ....
Pressman .... **Oiler** ....
Pressman .... **Delivery Man** ....
Rollman .... **Delivery Man** ....

JOB	JOB	JOB ....
Issue .... No.Pages ...	Issue .... No.Pages ...	Issue .... No.Pages...
End Shift..... Time	End Shift...... Time	End Shift.... Time ....
Start Shift... Time	Start Shift.... Time	Start Shift .. Time ....
Total Run	Total Run	Total Run ....
JOB	JOB	JOB ....
Issue .... No.Pages ...	Issue .... No.Pages ...	Issue .... No.Pages ..
End Shift .... Time	End Shift...... Time	End Shift..... Time ....
Start Shift... Time	Start Shift.... Time	Start Shift ... Time ....
Total Run	Total Run	Total Run ....

Reregistering Operation, Total Time .... **Number Imprints Changed** ....
Start .... **Finish** .... **Number Run Changes** ....
Number Plates Moved .... **Number Color Sets Changed** ....
Number Sheets Hung .... **Total Web Breaks**......**Time Lost** ......
File copy before and after registering, indicating plates moved and number on counter ..... **Size** ...." ....**Size** ...."

Remarks: .... **Total Time Press Down** ....

Pressman's Signature ....

All press delays must be indicated on press run reports in a specific manner, stating the exact time for each individual operation necessitating a delay. All copies filed in office must indicate initials of pressman, shift date and counter reading.

Respondent's Exhibit 1

In the fiscal year ended May 20, 1963
THE INTERNATIONAL TYPOGRAPHICAL UNION

Received from its members through dues payments a total of $28,467,414.85. It paid back to its members, in direct benefits, a total of $25,111,279.91.

Here is the proof:

Received from me[illegible]rs in per capita tax [illegible]d assessments	$28,467,414.85
Returned to members as follows—	
1,972 mortuary benefits	$ 956,054.50
13,477 pensioners	15,083,059.45
Defense benefits	8,116,006.76
213 members in Union Printers Home	800,583.64
1,257,672 copies Typographical Journal	155,575.56
	$25,111,279.91

(From Table 32, Secretary-Treasurer's Annual Report)

PRINTED IN U. S. A.

BOOK of LAWS

of the

INTERNATIONAL TYPOGRAPHICAL UNION

EFFECTIVE JANUARY FIRST
1964

[illegible]
[illegible]

Every [illegible] is required to pay dues and assessments for [illegible] on or before the tenth day of the next [illegible] month. (Section 1, article ix, bylaws.) [illegible] does not comply with this provision [illegible] bylaws is [illegible] delinquent. Delinquent members [illegible] from working in union offices and are [illegible] of the benefits of the International Typographical Union, except that the mortuary benefit [illegible] death occurs within the thirty-day period [illegible] expiration of a current working card.

A [illegible] becomes suspended for non-payment of [illegible] in arrears. Suspension does [illegible] upon action by the local union. [illegible] and results simply from the [illegible] failure to pay dues and assessments as required by law. It occurs on the tenth day of the month in which the member becomes four months in arrears.

Suspended members may be reinstated as provided in sections 12-15 [illegible] bylaws. The suspended member who works at the trade within the jurisdiction of a local union while under suspension is not eligible for reinstatement and can only regain membership by making new application.

A suspended member who reinstates as provided in the bylaws restores his continuous membership as of the date of his last [illegible], but he is not eligible to apply for admission to the Union Printers Home or for the old age pension within a period of one year after date of reinstatement, and if death occurs within ninety days after reinstatement, the mortuary benefit can not be paid.

Constitution

BYLAWS, GENERAL LAWS AND CONVENTION LAWS

of the

INTERNATIONAL TYPOGRAPHICAL UNION AND THE UNION PRINTERS HOME

together with

The Joint Agreement with the International
Printing Trades Unions Comprising the
International Allied Printing Trades Association

Compiled and Published by
Elmer Brown, President
and
William R. Cloud, Secretary-Treasurer
of the
INTERNATIONAL TYPOGRAPHICAL UNION
Colorado Springs, Colorado
1964

AVAILABLE
bound volume

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CONSTITUTION

1964

ARTICLE I—JURISDICTION

SECTION 1. This body shall be known as the INTERNATIONAL TYPOGRAPHICAL UNION OF NORTH AMERICA. Its jurisdiction shall include all branches of the printing and kindred trades, other than those over which jurisdiction has been conceded by agreement. In it alone is vested power to establish subordinate unions of printers (and all other skilled employes not otherwise herein excepted), mailers and kindred trades, and its mandates must be obeyed at all times and under all circumstances. To the International Typographical Union of North America is reserved the right to fix, regulate and determine all matters pertaining to fellowship in its branches of the printing and kindred trades; while to subordinate unions is conceded the right to make all necessary laws for local government which do not conflict with the laws of the International Union. The International Typographical Union reserves the right to re-establish jurisdiction over any branch of the industry and establish jurisdiction over all new processes of work in the industry when the vital interests of the union are affected. The Executive Council is hereby authorized to take such action when deemed necessary to the welfare of the International Typographical Union. The International Typographical Union will not be a part of, nor be affiliated with, any other organization which by its laws, or otherwise, provides or claims control over the internal affairs of the International Typographical Union, its relations with other unions or its jurisdiction over work processes existing or potential.

SEC. 2. A charter may be issued to eight or more eligible applicants in any city or town. Only one English-speaking subordinate union in any distinctive craft shall be chartered in the same place; but a charter may be granted to printers or mailers of, and working in, a foreign tongue, and such printers or mailers may join an English-speaking union in any place where a union in their mother tongue does not exist.

SEC. 3. The distinctive names of the several subordinate branches shall be: Of the printers, typographical unions; of the mailers, mailers' unions; and of other allied crafts or trades, in such there is, the distinctive name of each branch.

SEC. 4. All charters granted by the International Typographical Union shall be in form as follows:

CHARTER

INTERNATIONAL TYPOGRAPHICAL UNION

To All to Whom These Presents Shall Come:

KNOW YE, That the International Typographical Union of North America, established for the purpose of effecting thorough organization of the craft, and composed of subordinate unions and members in different sections of the country, doth upon proper application and under conditions herein provided, hereby grant unto..................

....

and to their successors, this charter for the establishment

and future maintenance of a subordinate union at.........

....to be known as

Union No. ....of.......................

Now, the conditions of this charter are such, That said union forever and under any and all circumstances shall be subordinate to and comply with all the requirements of the constitution, bylaws and general laws or other laws of the International Typographical Union as they may from time to time be altered or amended: That said union shall for all time, be guided and controlled by all acts and decisions of the International Typographical Union as they may from time to time be enacted: That should the subordinate union above chartered take advantage of any powers, privileges or rights conferred under the laws as they may exist at any time, said action shall not prevent the International Typographical Union from recalling, amending, changing or abolishing any such powers, privileges or rights.

So long as the said union adheres to these conditions, this charter to remain in full force; but upon infraction thereof, the International Typographical Union, may revoke this charter, thereby annulling all privileges secured hereunder.

IN WITNESS WHEREOF, We have hereunto set our hands and affixed the Seal of the International Typographical

Union, this......day of................................, 19....

.................................., Secretary and Treasurer;

...., President

ARTICLE II—LAWS

SECTION 1. The International Typographical Union shall exercise complete and unrestricted authority to define its jurisdiction; enact, enforce and amend as provided in its constitution and bylaws all laws for the government of the International Union, its subordinate unions and its officers and members throughout its entire jurisdiction.

SEC. 2. The laws of the International Typographical Union shall be comprised in:

(a) The constitution shall contain an outline of the fundamental principles, policies and purposes of the organization; declare the jurisdiction of the International Union and subordinate unions; define the duties and salaries of officers; provide for conventions and fix the basis of representation; establish an obligation for members; provide for appeals and penalties; authorize traveling and withdrawal cards; provide for an official publication and the Typographical Union label; regulate all matters pertaining to dues and assessments or the raising of revenue.

(b) The bylaws shall contain all laws relating to membership in the International and subordinate unions; qualifications and election of officers and their specific duties; for the government of subordinate unions and members; charges and trials and appeals; qualifications and election of delegates; auditing of accounts and reports relating to the institution, maintenance and administration of a system of benefits; providing for the care of diseased, aged and infirm members and all laws for internal government of the International Union.

(c) The general laws shall contain only any and all laws relating to contracts and scales of prices; conditions of employment, and the relation of subordinate unions and individual members to the employer.

(d) The convention laws shall contain laws, rules of order, committees, etc., for government of sessions of the International Union and its deliberations.

SEC. 3. The constitution shall only be amended by referendum vote, in the manner hereinafter set forth.

SEC. 4. Bylaws and general laws may be enacted by the convention of the International Typographical Union, but shall in nowise conflict with the constitution, or any part thereof.

ARTICLE III—CONVENTIONS

SECTION 1. The Convention of the International Typographical Union shall convene annually in August or September on a Saturday to be designated by the Executive Council not less than one year before the date on which the Convention is to convene, and at such place as the delegates in Convention assembled may designate. The selection of convention cities may be made two years in advance. All the arrangements for the same to be made by and at the expense of the International Typographical Union.

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Article IV—Representation

SECTION 1. Subordinate unions are entitled to representation in convention of the International Typographical Union according to the following apportionment: Unions with one hundred members or less, one delegate; more than one hundred and less than five hundred members, two delegates; more than five hundred and less than one thousand members, three delegates; one thousand members, four delegates; and for each additional two thousand members, one additional delegate. Two or more subordinate unions, having a membership of less than one hundred members each, may combine and elect one delegate, the certificate of a delegate so chosen to be signed by the president and secretary of each of the unions he represents.

SEC. 2. Each delegate shall be entitled to one vote, and no proxies shall be allowed.

Article V—Officers and Elections

SECTION 1. The elective officers of the International Typographical Union shall be a President, a First Vice-President, a Second Vice-President, a Third Vice-President who shall be a mailer, a Secretary-Treasurer, a Board of Auditors consisting of three members, such number of delegates to the American Federation of Labor and Congress of Industrial Organizations as this body is entitled to by law, such number of delegates to the Canadian Labor Congress as this body is entitled to by law (who must be Canadian members), such number of nominees as may be necessary to fill vacancies in the membership of the Union Printers Home corporation, and an Agent to the Union Printers Home.

SEC. 2. The elective officers of the International Typographical Union shall be nominated by the local unions and elected by the membership in a manner which shall be specifically set forth in the bylaws.

SEC. 3. The term of office of all elective officers, except auditors, shall be for two years, or until their successors are elected and qualified. At least one auditor shall be elected at each biennial election for a term of four years. No person while serving as auditor shall accept any other office or employment in this union. The term of office of the elective officers, other than auditors, chosen at the May election shall be from July 15 for a full term of two years. Members of the Board of Auditors' terms of office shall begin November 1.

Article VI—Duties of Officers

PRESIDENT

SECTION 1. The President shall attend and preside at all conventions of the International Typographical Union during his term of office; he shall at all times exercise a general supervision over all officers of the International Union; he shall make his official residence in the city of Colorado Springs, Colorado, and shall give his entire time to the duties of his office; he shall have authority, should he become satisfied that any officer is derelict in the performance of any duty, or has been guilty of any dishonest act, to suspend such officer from his official position. He shall be ex

officio the nominee of the International Typographical Union for the office of President of the Union Printers Home corporation, and one of the delegates to the American Federation of Labor and Congress of Industrial Organizations. He shall perform such other duties as appertain to his office or as may be required by law.

THE VICE-PRESIDENTS

SEC. 2. The First Vice-President shall assist the President in the discharge of his duties, and shall perform the duties of President in his absence, death, incapacity or resignation from office. He shall attend all sessions of the International Typographical Union. He shall make his official residence in Colorado Springs, Colorado, and shall devote his entire time to the business of this union.

SEC. 3. The Second Vice-President and the Third Vice-President shall assist the President in the discharge of his duties. They shall attend all sessions of the International Typographical Union. They shall make official residence in Colorado Springs, Colorado, and shall devote their entire time to the business of the union.

THE SECRETARY-TREASURER

SEC. 4. The Secretary-Treasurer shall attend all conventions of the International Union, and shall devote his entire time to the business of this union; he shall, in connection with the President, establish an office in the city of Colorado Springs, Colorado, which shall be the official headquarters of the International Union, and where all books, records, etc., shall be kept; he shall be the custodian of the funds of the International Union, and shall, under the direction of the Executive Council, deposit all funds of the International Union in some responsible bank or banks in said city; he shall give bond with a solvent guarantee company as surety payable to the President as trustee for the International Typographical Union and its members in the sum of $500,000 previous to assuming office, which bond shall be paid for by this union and shall be approved by the Executive Council; he shall also be secretary of the Executive Council, and perform such other duties as may be required by law. He shall be ex officio the nominee of the International Typographical Union for the office of Secretary-Treasurer of the Union Printers Home corporation. Any bond executed by a guarantee company to the President as aforesaid shall insure to the successors of such President as trustee for the International Typographical Union and its members and for any breach of such bond the President as trustee for the International Typographical Union and its members is hereby authorized to bring suit in his name as such President for the benefit of the International Typographical Union and its members.

THE EXECUTIVE COUNCIL

SEC. 5. There shall be an Executive Council, consisting of the President, the First Vice-President, the Second Vice-President, the Third Vice-President and the Secretary-Treasurer, which body shall have general supervision of the business of the International Union and of subordinate unions.

THE BOARD OF AUDITORS

SEC. 6. The Board of Auditors shall convene at International headquarters on the second Monday of July and January each year, and its duties shall be to audit the books and accounts of the Secretary-Treasurer of the International Typographical Union and the officers of the Union Printers Home corporation, closely examining all items of receipt and expenditure. The auditors shall have power to employ at the expense of the union any necessary expert assistance and shall be required to disallow all expenditures not duly authorized. The report of the auditors, showing the condition of the books and accounts, attested by a notary public, shall be published in The Typographical Journal next following completion of the audit. If such audit should show any important error, or any defalcation, or misappropriation of funds, the President, with the consent of the Executive Council, shall immediately suspend the officer or officers responsible therefor, and proceed at once legally to secure the union or the Home Corporation from loss. Compensation for the auditors shall be as fixed by sections 2 and 3, article viii, constitution.

THE AGENT

SEC. 7. It shall be the duty of the Agent, in the event of the Union Printers Home corporation neglecting or refusing to comply with the provisions of the deed under which the land on which the Home is situated was transferred, or disobeying any of the orders of the International Typographical Union, to enter upon and take full possession of the property as the custodian of the International Typographical Union; Provided, That it shall be the duty of the agent to attend one meeting of the Board of Trustees during his tenure of office.

REPRESENTATIVES

SEC. 8. The President shall have power to appoint such number of representatives as he deems to be necessary to transact the business of the International Typographical Union. Before commissions are issued to representatives appointed by the President their appointment shall receive approval of a majority of the Executive Council: Provided, The President shall have a sole authority to make temporary appointments in cases of emergencies where the representative is required to act as proxy for the President. Representatives, appointed by the President, with the approval of the Executive Council, shall hold office for a period of two years, or until the expiration of the current term of office of the President who makes the appointment: Provided, That the President, with the approval of the Executive Council, may remove any representative at any time such action is deemed necessary. Representatives shall perform such duties as are assigned to them by the President, under the direction and control of the President. For such time as they are required to devote to the business of the International Union the compensation and traveling expenses of representatives shall be fixed by the Executive Council, in accordance with sections 2 and 3, article viii, constitution. Representatives who are regularly assigned under the provisions of this section shall be allowed a vacation of three weeks with pay in each year.

ARTICLE VII—VACANCIES IN OFFICE

SECTION 1. If for any reason there occurs a vacancy in the Executive Council, official notification of such vacancy shall be sent to secretaries of all subordinate unions within seventy-two hours after such vacancy occurs, and a special election shall be held the first Wednesday after the expiration of ninety days from date of vacancy: Provided, When there remains less than nine months of the time of office, the vacancy shall not be filled. In a special election to fill a vacancy the name of any member otherwise eligible receiving the endorsement of twenty subordinate unions shall be printed upon the ballot, which shall be prepared thirty days prior to the date of such special election. Only endorsements received previous to the time herein fixed for printing ballots shall be accepted to establish eligibility. In the event of a vacancy in the office of Secretary-Treasurer the First Vice-President shall perform the duties of the office until the vacancy is filled as herein provided.

SEC. 2. When for any reason a vacancy occurs in any elective office, other than the Executive Council, such vacancy shall immediately be filled by the Executive Council. Where the term of office in which the vacancy occurs extends beyond the next regular International election such vacancy shall be filled for the unexpired term at such regular election. A member chosen by the Executive Council to fill a vacancy shall hold office until a successor is elected, as above provided, and qualifies. In filling a vacancy in a general election the qualifications of candidates shall be the same as are provided for candidates for a full term.

ARTICLE VIII—SALARIES AND EXPENSES

SECTION 1. The salary of the President, Vice-Presidents and Secretary-Treasurer, in full for services rendered by each of said officers during their term of office shall be computed as follows:

For the President, for services rendered as President of the International Typographical Union and as President of the Board of Trustees of the Union Printers Home, three (3) times the average full time weekly wages of the membership per week. First Vice-President, Second Vice-President, Third Vice-President, two and one-half (2½) times the average full time weekly wages of the membership per week. Secretary-Treasurer, for service rendered as Secretary-Treasurer of the International Typographical Union and as Secretary-Treasurer of the Board of Trustees of the Union Printers Home, three (3) times the average full time weekly wages of the membership per week. The average full time weekly wage rate shall be taken from the Secretary-Treasurer's annual report and shall be put into effect every July 15.

SEC. 2. The compensation of any officer other than President, First Vice-President, Second Vice-President, Third Vice-President, or Secretary-Treasurer, or any member performing service under direction of the President or Executive Council shall be set by the Executive Council.

SEC. 3. When any officer or member is required to perform service away from his home, he shall be allowed in addition

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to the amounts set forth above, first-class railroad fare or transportation fare by plane or payment of ten cents (10c) per mile for use of automobile when this mode of transportation is more adaptable to the efficient performance of official duties, by the shortest route to and from his destination, and per diem expenses in an amount to be set by the Executive Council: Provided, That an itemized bill shall in all cases be rendered.

SEC. 4. The President, First Vice-President, Second Vice-President, Third Vice-President and Secretary-Treasurer shall, on their first election, be entitled to traveling expenses from their home to the headquarters of the International Union, and also on return at close of official term. They shall also be allowed a vacation of thirty days in each year.

ARTICLE IX—REVENUE AND FUNDS

SECTION 1. The revenue of the International Typographical Union shall be derived as follows: A per capita tax of $1.00 per month which shall include subscription for The Typographical Journal, to be paid by every member of the International Typographical Union except those members domiciled at the Union Printers Home. The per capita tax, together with assessments as herein provided, shall be collected and transmitted to the Secretary-Treasurer of the International Typographical Union.

An additional assessment for the old age pension and mortuary funds according to the following classifications:

(a) Active members (including members working at the trade and seeking work at the trade)—Two and one-half per cent upon total earnings.

(b) Active members not working at the printing trade (members whose cards are deposited with a subordinate union who follow other pursuits, and members not seeking work at the printing trade)—Two and one-half per cent upon the maximum scale (for day work) of the union with which member is affiliated.

(c) Proprietor members whose cards are deposited with a local union—Two and one-half per cent upon the maximum scale (for day work) of the union with which member is affiliated.

(d) Members employed by the union (local or International)—Two and one-half per cent upon total earnings.

(e) Members in unorganized towns—Members holding traveling cards but not working at the printing trade, $6.25 per month.

(f) Members in unorganized towns—Members holding traveling cards who work at the printing trade as journeymen or foremen—Two and one-half per cent upon total earnings.

(g) Proprietor members in unorganized towns—Members holding traveling cards and operating offices of their own—$6.25 per month

(h) Sick and disabled members—Members incapacitated because of sickness or any disability and who have no earnings during the month, shall be exempt from the pension and,

mortuary assessment for each full month of such sickness or disability, but for not longer than three months; thereafter two and one-half per cent upon the maximum scale (for day work) of the subordinate union, but not more than $1.75 per month during the period of disability. (See section 8, article IX, bylaws.)

(i) Pensioners—Members who draw the old age pension, 60 cents per month: Provided, That if a pensioner earns more than $100 in any one month he must pay two and one-half per cent on earnings as the pension and mortuary assessment.

(j) Members drafted into the armed forces of the United States or Canada shall be exempt from the payment of International Typographical Union assessments, beginning with the month of draft and ending with the month of release from active duty as determined by military records. Members who enlist for service in the armed forces of the United States or Canada in time of war or national emergency decreed by the Congress of the United States or Parliament of Canada, or who enlist for service in the armed forces of any country that may be allied with the United States or Canada in a war for a common cause or during the time when such armed forces are engaged in active combat with the military forces of another nation which presents a threat to the security of the United States or Canada shall be exempt from the payment of International Typographical Union assessments, beginning with the month of enlistment and ending with the month of discharge as determined by military records. Members who enlist in the armed forces of the United States or Canada during periods of peace, and members in the armed forces who re-enlist when the United States and Canada are not engaged in active combat with the military forces of another nation shall not be entitled to exemption of assessed payment as provided above. The purpose of the law is to protect those members who fulfill their patriotic duty, while conferring not at-trade classification on those who choose any branch of the armed services as a profession.

Members in military or naval service who are exempt assessments are required to pay ITU per capita tax and such local dues as the laws of the local union require.

(k) Pensioners—Members who have a continuous membership of 70 years or more shall be exempt from all dues and assessments to the International Typographical Union.

SEC. 2. The balance in the mortuary fund shall be maintained at $1,000,000. The pension and mortuary assessment shall be apportioned after receipt at headquarters as follows: to the mortuary fund an amount equal to mortuary benefits paid during the month, the remainder to the old age pension fund

SEC. 3. It is further ordered the rates above provided shall remain in effect until such time as the reserve in the pension fund shall have reached the sum of $2,000,000, when the rate of assessment shall revert to two and one-half per cent upon earnings as in effect prior to this amendment

SEC. 4. The per capita tax of the International Union shall be apportioned as follows: Fifty cents to the Union Printers

Home fund; the balance to the general fund, together with such additional revenue as shall be derived from the sale of charters and supplies to subordinate unions at prices fixed by law.

SEC. 5. International dues for each month shall be collected by subordinate unions and shall be transmitted to the Secretary-Treasurer of the International Typographical Union before the twentieth of the succeeding month. Unions failing to conform to these provisions shall be considered delinquent and debarred from benefits: Provided, That unions located so far from headquarters as to make it impossible for their dues to reach there within the prescribed time shall not be considered delinquent if their remittances bear postmark date prior to the fifteenth of the succeeding month.

SEC. 6. No member residing within the jurisdiction of a subordinate union shall be classified as an unattached member or permitted to pay dues and assessments as such to the International Secretary-Treasurer.

SEC. .7. The general fund shall be used to defray all expenses of the International Typographical Union except disbursements for the pension fund, the mortuary fund and the Home fund.

SEC. 8. On the death of each member in good standing, a death benefit shall be paid to the designated beneficiary in amounts as follows, except as otherwise provided by International law:

For a continuous membership of one year or less, $50.
For a continuous membership of more than one year and less than two years, $125.
For a continuous membership of two years and less than three years, $175.
For a continuous membership of three years and less than four years, $250.
For a continuous membership of four years and less than five years, $325.
For a continuous membership of five years and less than ten years, $400.
For a continuous membership of ten years and less than fifteen years, $475.
For a continuous membership of fifteen years or over, $500.

Any member who has been suspended from membership and subsequently reinstated, in accordance with the laws of the International Typographical Union, shall not be entitled to any benefit if death occurs within three months after such reinstatement.

SEC. 9. The mortuary benefit fund shall be used for the purpose of disbursing mortuary benefits.

SEC. 10. All money to the credit of the Union Printers Home fund shall be transferred to the Secretary-Treasurer of the Union Printers Home corporation.

SEC. 11. The old age pension fund shall be used for the purpose of maintaining and disbursing pensions to aged and superannuated members.

SEC. 12. The Executive Council shall have the power and authority to transfer monies and/or securities of this union totaling not more than one million dollars ($1,000,000) from one fund to another whenever deemed necessary to maintain the integrity of this organization: Provided, None of the monies and/or securities in excess of the foregoing limitation of one million dollars ($1,000,000) credited to the Pension and/or Mortuary fund shall ever be transferred to other funds of the International Typographical Union or to any other organization unless such transfer (specifically designated by amount and as to the purpose for which such transferred funds are to be used) is authorized by a referendum vote of the membership of the International Typographical Union.

SEC. 13. No convention or meeting, nor any official or member of the International Typographical Union of North America, shall have power to appropriate or use any moneys or securities in the treasury of this union, nor property or collateral in its possession or custody, for the purpose of bestowing upon any person or number of persons any gift of intrinsic value, granting any gratuity, or as payment for any intangible service rendered or claimed to have been rendered unless expressly authorized by referendum vote.

[On May 26, 1915, a date subsequent to the adoption of section 13, the members of the International Typographical Union voted affirmatively on the following question in a referendum election:]

Shall the Executive Council of the International Typographical Union be authorized to expend such sums of money from the general fund of the organization as may be necessary to continue the conduct of the business of the International such as payment for services of employes and representatives, strike benefits and special assistance when necessary, officers' and organizers' expenses, printing, publicity campaigns, convention expenses, as provided in the constitution, bylaws, general laws, convention laws and the agreement creating the International Allied Printing Trades Association as printed in the Book of Laws?

SEC. 14. There shall be a defense fund maintained at a minimum of $500,000. A one-half of one per cent assessment shall be levied on total earnings of all active members (except sick and incapacitated members and pensioners) to establish the fund and shall be in effect for three months after the fund reaches $500,000. When the balance of the fund falls below $500,000 the assessment shall again be levied for three months. This fund shall be used for defense purposes.

SEC. 15. There shall be established a strike benefit fund from which shall be paid benefits only for (a) strikes, (b) lockouts, and (c) members deprived of their usual opportunities for work by shutdown of a plant caused by strike of another union. Money in this strike benefit fund shall be used for no other purpose. A one per cent assessment on total earnings of all active members (except sick and incapacitated members and pensioners) shall be levied for three months to establish the fund. Whenever the bal-

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ance of the fund falls below $500,000 the assessment shall again be levied and shall be in effect for three months after the fund reaches $500,000.

ARTICLE X—PENALTIES

SECTION 1. The charter of any subordinate union which shall fail or refuse to pay its per capita tax and other moneys, or any part thereof, within three months after becoming due, shall be suspended. The Secretary-Treasurer shall give such derelict union thirty days' notice of the action to be taken.

SEC. 2. Any subordinate union which shall fail to make reports required by law or the Executive Council, or which shall neglect or refuse to obey any law or legal mandate of the International Typographical Union or Executive Council may be fined or have its charter suspended by the Executive Council.

SEC. 3. Any officer of the International Union may be impeached by the Executive Council, and if the charges are proven shall be disqualified to further discharge the duties of his office, and the vacancy shall be filled in accordance with the laws of the International Typographical Union.

ARTICLE XI—APPEALS

SECTION 1. All appeals from the decision of a subordinate union shall be submitted, in written or printed form only, to the Executive Council of the International Typographical Union (one copy of complete papers to be furnished the Executive Council; both appellant and respondent must retain complete copies to be used in case of appeals to convention) and decision rendered by that body. Should either party feel aggrieved at the decision of the Executive Council he shall have the right to appeal, in printed form only, to the succeeding convention of the International Typographical Union, which judgment shall be final.

SEC. 2. Appellant and respondent shall furnish copies of papers in complete form to each other, and shall be entitled to submit replies to these original articles.

ARTICLE XII—OBLIGATION

Every person admitted to this union either as a journeyman or apprentice member shall subscribe to the following obligation:

SECTION 1. I (give name) hereby swear (or affirm) that I will, in good conscience, and to the best of my ability, comply with and perform the Duties of Membership of the International Typographical Union, all of which shall in no way interfere with any duty I owe to God or my country.

DUTIES OF MEMBERSHIP

SEC. 2. Every applicant for membership shall be required to sign and thereby pledge adherence to the statement of duties of membership included in this article which shall apply to and be binding upon the applicant in relation to membership in the union. No application shall be acted upon until this requirement has been met. The signed statement shall be filed with the application.

SEC. 3. Every member of the union shall be bound by the duties of membership included in this article and as it may be amended from time to time.

SEC. 4. It is the duty of each and every member to refrain from revealing any business or proceedings of the International Typographical Union or any subordinate union unless such information has been published or released for publication by the executive officers of the International Typographical Union or, in matters pertaining only to local unions, by the executive officers of the local union affected. It is the duty of members not to reveal business declared confidential by their employer.

SEC. 5. It is the duty of each and every member of the International Typographical Union to comply with all the laws, rules, regulations and decisions of the International Typographical Union and of any subordinate union thereof to which the member may belong and to support both in furthering the interests of the union in legal manner and by legal means as adopted by the union; it being understood that no subordinate union laws, rules, regulations and decisions shall be in violation of civil laws or the laws, rules, regulations and decisions of the International Typographical Union.

SEC. 6. It is the duty of each and every member of the union to accord courtesy, fair treatment and co-operation to other members in the carrying out of the duties of membership regardless of membership in any other group or organization of any kind whatsoever.

SEC. 7. It is the duty of each and every member of the union not to belong to any group or organization of any kind which advocates the overthrow of the government of the United States or Canada by force and violence. The Communist party has been proven such an organization.

SEC. 8. It is the duty of each and every member of the union not to belong to any group or organization of any kind, secret or otherwise, which seeks to disrupt union business or elections by procedures or tactics influenced or controlled by employers or their agents.

SEC. 9. It is the duty of each and every member of the union elected or appointed to any office or committee or delegated to perform service of any kind for the International Typographical Union or any agency or subordinate union thereof to perform such voluntary accepted duties to the best of his knowledge and ability.

SEC. 10. Any violation, evasion or failure to perform the duties of membership as herein defined may be the subject of charges and trials as provided in the bylaws of the International Typographical Union.

SEC. 11. All other "obligations" mentioned throughout the Book of Laws of the International Typographical Union are hereby repealed. Where reference is made to the "obligation" it shall be understood to be article xii, ITU constitution.

ARTICLE XIII—TRAVELING CARD AND WITHDRAWAL CARD

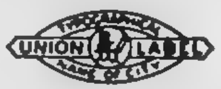
SECTION 1. The International Union shall issue, in blank form, cards of appropriate design to be known as the "Traveling Card," and the "Withdrawal Card," which shall be furnished subordinate unions at prices fixed by law, to be used by members in good standing on proper application being made therefor.

ARTICLE XIV—THE OFFICIAL PAPER

SECTION 1. There shall be published monthly by the Secretary-Treasurer a paper of thirty-two or more pages, to be non-political and non-sectarian, and to be known as "The Typographical Journal: Official Paper of the International Typographical Union of North America," which shall be, so far as practicable, the International Typographical Union's official organ of communication to subordinate unions.

ARTICLE XV—THE LABEL

SECTION 1. The label, stamp or device used, and intended to be used, by this Union, for the purpose of distinguishing the products of the labor of the members of this Union, shall consist of an imprint containing the words "Typographical Union Label," together with the name of the city or town in which is located the local union using said label. Said label shall be of the following design:



SEC. 2. This Union shall, through its principal officers cause said label, stamp or device to be registered in all states and territories and provinces where registration is or may hereafter be authorized by law, and all registrations heretofore made of said label are hereby adopted and confirmed; and shall, through its principal officers, issue to local unions or subordinate bodies said label, stamp or device in such sizes as may be necessary and expedient.

SEC. 3. No subordinate union or combination of subordinate unions shall issue a label of different design than contained in section 1 of this article, nor shall more than one design be used in any jurisdiction.

SEC. 4. The Executive Council shall have identification insignia designed for use with or on type, plates, matrices and reproduction proofs or other forms of prints, the type of which is the product of union offices. The identification insignia shall be issued in the forms of logotypes and punches and shall incorporate the Typographical Union Label in the design. The Executive Council shall promulgate such rules and regulations as it deems necessary regarding the issuance and revocation of the identification insignia.

ARTICLE XVI—AMENDMENTS

SECTION 1. Amendments to the constitution of the International Typographical Union may be enacted only by referendum vote of the general membership. Such amendments may be initiated only in one of three ways, as follows: (a) The Executive Council may initiate and submit any proposition or amendment a majority of its members deems necessary. Such propositions or amendments to be published to the craft at least thirty days before taking the vote thereon. In the event any general law of the ITU is unenforceable or proscribed because of federal court decision or action, the Executive Council may amend said general laws to conform therewith for use in collective bargaining in the United States during the term of said disability or until further amendment by a convention or referendum vote of the membership. (b) Convention may initiate any proposition or amendment a majority of the delegates deems necessary. Subordinate unions shall then discuss the proposed amendments, and at a date which shall be designated by the Executive Council, but which must be within three months from the adjournment of the convention, the proposed amendment shall be voted upon by the members of subordinate unions, and the vote in detail forwarded under seal to the Secretary-Treasurer of the International Typographical Union within ten days after the date set by the Executive Council for the taking of said vote, when the International President and Secretary-Treasurer, and one member of the local union, who shall be selected by the President of this body, shall canvass the vote and declare the result to the craft, and should a majority of the votes cast be in favor of the amendment it shall go into effect sixty days after the canvass of the vote on the same. (c) After one month's notice to its members any subordinate union may by local referendum initiate any proposition or amendment and submit to other subordinate unions for endorsement. Whenever such initiative petition has been endorsed by 150 subordinate unions, the endorsement of such petition having been secured within three months from the date said petition was initiated, it shall be submitted to a vote of the general membership. The proposals as submitted for the endorsement of subordinate unions with results of referendum of initiating subordinate union shall be published in the first issue of The Typographical Journal following the receipt of 150 endorsements by subordinate unions. The Secretary-Treasurer shall publish in the next issue after the three months have elapsed the full list of all unions endorsing any proposition or amendment. Within thirty days following such publication the proposal shall be submitted to a vote of the membership, which shall be taken on a day designated by the Executive Council, and canvassed in the same manner as amendments and propositions referred to the membership by a convention of the International Typographical Union. It shall be the duty of the Secretary-Treasurer to prepare ballots and submit any proposition or amendment initiated in either of the three ways provided: Provided, If for any reason the Secretary-Treasurer shall fail or refuse to prepare ballots and submit any proposition or amendment which has been properly

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initiated and endorsed, the President of the International Typographical Union shall perform the function.

SEC. 2. Propositions submitted to subordinate unions for endorsement or to the membership for adoption as herein provided shall be drafted in proper form and shall include all sections or articles amended or repealed by such proposition: Provided, For this purpose amendments or propositions shall be deemed to be in proper form if their purpose is clear and the intent understandable. Laws or parts of laws to be repealed shall be placed in brackets, and amendments to existing laws and new laws shall be printed in bold-face type.

SEC. 3. The action of a subordinate union endorsing a proposition or amendment initiated by another subordinate union shall be irrevocable.

SEC. 4. All propositions or amendments adopted by the membership of the International Typographical Union, unless otherwise provided, shall be in force and effect sixty days after the canvass of the vote on the same.

SEC. 5. The bylaws and general laws adopted by a convention of the International Typographical Union shall become effective on January 1 next following. Propositions or amendments submitted to the membership by a convention, if adopted, also become effective on January 1 next following.

SEC. 6. Conventions of the International Typographical Union shall have power to enact bylaws and general laws for the government of the craft, but all laws involving increased taxation shall be submitted to a referendum vote.

ARTICLE XVII—CONFLICTS AND CHANGES

SECTION 1. All laws and parts of laws in conflict with this constitution are hereby repealed or changed in accordance therewith, and the Secretary-Treasurer is hereby authorized to make necessary changes.

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ARTICLE I—RELATIONS WITH OTHER PRINTING TRADES UNIONS

SECTION 1. In a jurisdiction where more than one international union has issued charters, an allied printing trades council shall be formed, in pursuance of the provisions of the agreement between the five international unions of the printing trade.

SEC. 2. The agreement governing the International Allied Printing Trades Association and signed by the five international unions thereof establishes an association the objects of which "are to designate the products of the labor of the members thereof by adopting and registering a label or trademark designating such products; and to engage in such other co-operative efforts as may be decided upon by its Board of Governors to be in the interests of the members of this association. It is obligatory on members of this association, its officers and local councils to bear in mind this object and not confuse it with the internal affairs or duties of the several unions comprising this association as to organization and other internal matters."

The Executive Council of the International Typographical Union is hereby authorized and instructed to seek separate agreement with other international unions to such agreement, the object of which shall be to obtain the co-operation of said unions for other purposes: Provided,

(a) Any international union may, at any time revoke its adherence to the separate agreement without in any way affecting the "association agreement" heretofore in effect since 1911 and amended in 1955 or the rights of any union thereunder.

(b) Each international union adopting the separate agreement accepts the duty and responsibility of enforcing the obligations of any subordinate union thereof which may fail or refuse to perform any obligation under the terms of the agreement.

(c) The Executive Councils of the several international unions may as deemed expedient amend the separate agreement to better attain mutually satisfactory procedure for the joint negotiation and adoption of contracts and scales; joint action in defense of the union; joint action in organization work and in legislative activity affecting the graphic arts industry.

SEC. 3. Where two or more subordinate unions of the International Typographical Union are represented in a local Allied Printing Trades Council, the local may call upon the Executive Council to decide questions of jurisdiction or international policy

SEC. 4. Where dual unionism is involved the Executive Council may name the delegates of the local union to the local Allied Printing Trades Council or the Executive Council may bar delegates from a local union from participating in meetings and decisions of such local councils.

SEC. 5. The Executive Council is hereby authorized and instructed to seek co-operation of other printing trades unions in any other way possible to bring joint action of a defensive character and joint action in improvement of the several unions and is empowered to enter into agreement with printing, publishing and kindred unions in the formation of an organization among the crafts to promote unionization of the unorganized in the industry; to advocate subordinate unions jointly negotiating contracts with employers; to co-operate in legislative matters affecting the civil and legal rights of the unions; to pool economic strength and resources in defense of the unions and to promote unification of the craft unions into a departmentalized industrial union.

SEC. 6. No merger with any printing trades union involving the ITU shall be consummated unless approved by referendum vote of the membership.

SEC. 7. Whenever others invade the jurisdiction of the ITU, effective countermeasures shall be taken without limitations to any particular class of work.

ARTICLE II—APPRENTICES

SECTION 1. Local unions shall provide for the appointment or election of a committee on apprenticeship. This committee shall inquire into the educational qualifications of all applicants for apprenticeship; it shall require the apprentice to take the training courses specified by the Bureau of Education, and if it finds the apprentice is not making satisfactory progress it shall report such delinquency to the local union.

SEC. 2. The apprenticeship committee shall keep a lesson progress report for each apprentice. It shall recommend that the union cancel the apprentice membership of an apprentice who does not submit at least one lesson each month, unless excused due to absence from employment. The committee shall submit to the Bureau of Education such information as required for the purpose of establishing and maintaining a complete record of each apprentice; and a copy of such report shall be kept in the files of the local union as a part of its permanent records. The records shall show the date an apprentice leaves one employer and enters the service of another, which requires the written consent of the Joint Apprenticeship Committee, or approval of the President of the International Typographical Union.

SEC. 3. When the committee has recommended an apprentice applicant and the union has elected him to apprentice membership, the completed application form, together with the signed Duties of Membership, shall be forwarded to the Secretary-Treasurer of the International Typographical Union who shall record him as an apprentice member and assign him a register number.

SEC. 4. Apprentice members shall be encouraged to attend meetings of the union, but shall not have the privilege of voting. They should be appointed to serve with such local union committees as the subordinate union may deem advisable.

SEC. 5. Apprentice members shall pay per capita tax and subscription to The Typographical Journal as provided in the constitution, but shall be exempted from pension and mortuary assessments. They shall pay such local dues and assessments as are lawfully required.

SEC. 6. A subordinate union shall not transfer an apprentice member to the journeyman roll, and no journeyman register number shall be assigned to an apprentice member who has not completed the ITU Lessons in Printing and such other training as the Bureau of Education may require. Mailer, machinist and related trades apprentices are exempted from the requirement of completing the printer Lessons in Printing.

SEC. 7. The President of the International Typographical Union shall have authority to cancel the membership of any person transferred to the journeyman roll in violation of the provisions of this article, and may impose a penalty not to exceed $25 on offending unions.

SEC. 8. The Bureau of Education shall formulate a system of credits allowing for previous experience; ITU Lessons in Printing satisfactorily completed; training received on cold-type processes; training on keyboards for typesetting or composition, and special training on printing processes.

SEC. 9. Arrangements should be made to have apprentices trained in all trade processes. Instructions on keyboard-operated linecasting machines must follow basic trade training on all other work. For mailer apprentices, instructions on machines used in mailing must follow completion of basic training in manual skills required in the mailing room.

SEC. 10. Apprentice members must immediately be transferred to journeyman status when they have fulfilled all training requirements for journeyman membership, by completing and filing a certificate of transfer provided by the Secretary-Treasurer of the International Typographical Union. Failure of an apprentice, on completion of his apprentice training, to file his application for transfer to the journeyman roll shall be sufficient cause for cancellation of his apprenticeship.

SEC. 11. The ratio of apprentices to journeymen shall not be increased by hiring new apprentices when apprentices are called into the military or naval services of the United States or the Dominion of Canada, or their allies, in time of war or for the duration of any period of national emergency proclaimed by the governments of said countries, during the time when such armed forces are engaged in active combat with the military forces of another nation which presents a threat to the United States or Canada. No new apprentices will be permitted to replace those drafted in the military or naval services of the United States or Canada. Upon again reporting for duty the situations and standings formerly held by these apprentices shall be restored to them.

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SEC. 12. In filling apprenticeship vacancies, preference shall be given to apprentice members discharged from the military or naval services of the United States or the Dominion of Canada, or their allies, whose apprenticeship has been interrupted because of suspensions, mergers or consolidations of offices, or for other reasons, subsequent to their induction into such service.

SEC. 13. Local unions may permit new apprentices to temporarily replace those called into military or naval service upon new applicant signing an agreement stating that he is aware that he is taking the place of an apprentice who has been called into service, and that he agrees to vacate the job upon return of such apprentice. Local unions, when replacing an apprentice in service, shall secure a statement from the employer guaranteeing the second apprentice priority in the first opening for a new apprentice and an agreement that the second apprentice's right to work shall not supersede or predate that of the returning serviceman-apprentice. The purpose of this section is to maintain the ratio of apprentices to journeymen provided in the contract.

ARTICLE III—AUDITING ACCOUNTS

SECTION 1. The President shall cause the books and accounts of the Secretary-Treasurer and the officers of the Home corporation to be audited twice a year, as follows: All accounts for the six months ending May 20, within fifteen days after that date; and for same period ending November 20, within fifteen days after that date. For this purpose he shall appoint certified public accountants who shall make a thorough examination and shall submit a report to the President, who shall cause its publication in The Typographical Journal.

SEC. 2. If said report should show any errors of importance, or defalcation or misappropriation of funds of the Secretary-Treasurer, or of any officer of the Union Printers Home corporation, it shall be the duty of the President, with the consent of the Executive Council, to suspend such officer or officers; and he shall proceed at once legally to secure the International Typographical Union from loss, and in accordance with the bond or bonds of said officer or officers.

SEC. 3. The International Typographical Union shall have the right to cause the books and accounts of any Conference or League, composed of members of the union, to be audited where said organization collects or solicits for any other purpose than for maintaining its functions."

ARTICLE IV—CHAPELS

SECTION 1. In all offices in which three or more members are employed a chapel shall be formed and a chapel chairman elected. In case of failure or refusal of a chapel to elect a chairman, it shall be the duty of the local president to appoint a member to act as chairman.

SEC. 2. The chapel chairman shall be recognized as the representative of the local union for such purposes as are specified in the laws of the International Typographical Union and it shall be his duty to report to the president of

the local union any violation of union law or provisions of the contract he is unable to adjust satisfactorily. Failure to perform the duties of his office shall render a chapel chairman liable to such penalty as the local union may apply in accordance with the laws governing charges and trials.

SEC. 3. In performing the duties prescribed for him in the laws of the International Typographical Union, pertaining to violations of contract or scales of prices and the enforcement of the five-day week and overtime laws, the chapel chairman shall not be subject to any intervening action by the chapel. As a representative of the local union in such matters he is directly responsible to the local union.

SEC. 4. Chapel dues may be charged and collected in a manner that is equitable. Moneys raised by chapel dues may be used for the purpose of compensating chapel officers and otherwise enabling the chapel to perform functions required of it by International and local laws and the contract governing the office in which the chapel is located. Moneys raised by chapel dues may not be expended for any other purpose unless expressly authorized by a chapel law which does not conflict with any law of the subordinate union.

SEC. 5. Each chapel shall adopt rules for the government of its members. Such rules shall not conflict with local contract, civil law or the laws of the International or local unions. The chapel shall be final authority on application of such chapel rules which shall be confined to chapel matters only. It shall not have authority to interpret, apply, or consider on appeal any matter involving local or International laws or provisions of local contracts, except appeals from discharge when so provided by contract.

SEC. 6. Members of a chapel, even though they constitute a majority of the subordinate union, shall have no right in chapel meetings to take any action amending, suspending, or in any way affecting the laws or contracts of such union.

SEC. 7. It shall not be unlawful for chapels by majority vote to adopt a rule providing for fining a member of the chapel for nonattendance at chapel meetings when present in the office during the time said chapel meetings were being held; for violating chapel rules; provided, said fines shall not exceed ten dollars. Chapels have no authority to fine otherwise.

SEC. 8. Local unions by law, may delegate authority other than above specified for chapels or chairmen of chapels; provided said authority is confined to local matters.

SEC. 9. When chapel chairmen take action under provisions of this article, it is mandatory that such action be reported to the president of the local union within 24 hours.

ARTICLE V—CHARGES, TRIALS AND APPEALS

CHARGES

SECTION 1. Charges may be preferred against any member for any disreputable act, conduct unbecoming a union member, violation of laws of the local or International Union, or failure to observe provisions of the contract and scale of prices. Individual members may file such charges or officers of local unions may be instructed by majority vote of members present and voting at a stated meeting of the union to bring charges against a member.

SEC. 2. Charges may be filed against any officer of a local union for neglect of duty, failure to comply with the laws of the local or International Union, misappropriation of union funds or malfeasance in office.

SEC. 3. When a subordinate union is cognizant of the performance of a disreputable act on the part of a member not working within its jurisdiction, whether such act was committed within its jurisdiction or not, it is its duty to prefer charges against him before the union under whose jurisdiction he does work.

SEC. 4. Accusations or charges must be made in writing by a member of the union in good standing. In all cases charges must be signed by the complainant and shall be sufficiently specific as to the provisions of union law violated and the alleged acts which constitute the basis of the charges to permit the defendant to prepare a proper defense. Should the complainant withdraw the charges more than 72 hours after filing same with the president of the local union, or should the union at the next stated meeting deem the charges not cognizable, the complainant may be fined a sum not more than $25 by action of the union or be subject to charges and trials himself.

SEC. 5. Within thirty days of the time complainant becomes cognizant of the offense alleged, two complete copies of the charges shall be delivered to the local president, who shall immediately cause to be delivered to the accused member a complete copy of the charges as filed.

SEC. 6. The member accused shall have five days after receiving the charges, if he so elects, in which to file a written answer with the president of the local union; or he may waive his right to answer without prejudicing his interest.

SEC. 7. At the next stated meeting of the union after the accused member has filed or waived answer, the president shall cause the charges and answer as filed to be read to the union. After discussion and consideration the following question shall be put to a vote and secret ballot: "Shall the charges as presented be deemed cognizable?"

SEC. 8. If a majority of the members present and voting record an affirmative vote a committee of five members shall be appointed by the presiding officer to investigate the charges, provided, local unions with less than 50 members may function with a committee of three. Such committee shall give opportunity to all parties to the controversy to be heard. The accused member may waive the right to appear without prejudicing his interest; and may waive his right to an investigating committee, in which case the union shall proceed to appoint or draw by lot a trial committee.

TRIALS

SEC. 9. The investigating committee shall report its findings at the next regular meeting following the meeting at which it was appointed. A majority vote of members present

and voting by secret ballot shall decide whether or not the charges shall be considered worthy of trial. If the charges are found worthy of trial the presiding officer shall appoint a committee of five to try the case, provided, local unions with less than 50 members may function with a committee of three. If either party shall object to appointment, or to the personnel of the committee as appointed, a committee of five to try the case shall be drawn by lot from the members present, provided further, unions with less than 50 members may function with a committee of three. The complainant, the accused and members who may be witnesses shall not be eligible to serve on the trial committee.

SEC. 10. The trial committee shall notify complainant, accused and their witnesses of time and place of sitting. Both parties shall have right of counsel, who shall be members of the union. Either party may demand that witnesses shall be sworn by a notary public or official authorized to administer oaths. If either party shall fail to appear, unless excused by trial committee for cause, the trial shall proceed. The trial committee may adjourn its hearings from time to time, but all parties must be given due notice of time and place of all sittings.

SEC. 11. At the next stated meeting of the union after a verdict has been reached the trial committee shall report its judgment and the evidence to the union. After the trial committee's report has been read the accused shall have the right of defense before the union. The report of the trial committee, the evidence introduced, and any defense offered by the accused before the union shall be open for debate.

SEC. 12. Where the membership of a subordinate union is in excess of 500 the subordinate union may adopt regulations for the trial of charges different from the foregoing procedure: Provided, The verdict when rendered must be approved by secret ballot at a stated meeting of the union: Provided, further, That any subordinate union may establish a discipline committee, or empower its executive committee, to investigate minor infractions of union law or the scale of prices; such committee may after a hearing, where all interested parties are afforded a fair opportunity to be heard, impose fines of not more than one day's pay for any violation. In all cases before a discipline committee complaints must be signed by the complainants and shall be specific as to the provisions of the law violated and the alleged acts which constitute the basis of the complaints to permit the defendant to prepare a proper defense. Penalties or other decisions of discipline committees are subject to appeal in accord with International law governing appeals.

SEC. 13. The presiding officer shall submit to vote of the members present the question of guilt or acquittal. Two-thirds vote of members present and voting by secret ballot shall be necessary to convict. If more than one offense has been charged the vote shall be taken separately on each charge in the same manner.

SEC. 14. If the charges or any of them be sustained, or if the accused pleads guilty, a vote shall then be taken on the penalty, if any, recommended by the trial committee, but

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this recommendation may be amended and the vote shall be first upon the heaviest penalty proposed. It shall require three-fourths vote of members present and voting by secret ballot to suspend or expel. Any lesser penalty may be imposed by majority vote.

SEC. 15. Upon first conviction for violating union law the maximum penalty shall be a fine not to exceed $50, except in case of conviction of a member for ratting. Where suspension is provided as part of a penalty against a convicted member the period must be fixed and no right shall be affected other than that he shall not work at the printing trade during the period of suspension. Priority standing and benefits of continuous membership shall be retained by payment of dues and assessments as not at the trade. He shall be reinstated automatically at the end of the period of suspension without payment of any fee except that he shall pay any fine that may have been fixed as part of the penalty at time of conviction.

SEC. 16. All expenses incurred by the union in connection with the trial shall be borne by the union in case of acquittal: Provided, Fees of counsel shall not exceed pay for time lost at the scale of the union.

SEC. 17. A member charged with deliberate ratting may be summarily expelled by the Executive Council in cases where the International Union is conducting a strike or organizational campaign without citing him to appear for trial or a subordinate union may expel a member for deliberate ratting without citing him to appear for trial if the report of the investigating committee is supported by three-fourths vote of members present and voting. A local union may expel any member of the International Typographical Union found guilty of ratting within its jurisdiction. Notice of [illegible] expulsion must be forwarded to the local union with wh[illegible] expelled member was affiliated and to the Secretary-Treasurer of the International Union.

SEC. 18. When a union arraigns a member on any cause without its jurisdiction, and the party so arraigned has formerly been in good standing with the craft, it is the duty of said union to give him official notification of the charges preferred and allow him the privilege of defending himself in open meeting.

SEC. 19. When, through the action of a local union, a member is suspended and debarred from the right to work at the trade, and is subsequently proven guiltless of infraction of International or local laws, said local shall be compelled to remunerate, at its prevailing scale, such suspended member for the time lost while under suspension.

SEC. 20. The evidence of rats shall not be received in the trial of union men for any cause whatever, as they are under the ban of the union, and not recognized by it as honorable men. Evidence gleaned from the books and bookkeeper of an office should be considered good evidence on trial of a union man for violation of scale, unless surrounding circumstances or union evidence in rebuttal weakens or destroys it.

SEC. 21. No evidence shall be received or considered by a committee appointed to try charges except such as shall be offered at a regular hearing of the committee, at which all parties interested shall be, or shall have been, notified to be present.

SEC. 22. The accused may, if he so desires, waive any and all of the rights guaranteed to him by the constitution and bylaws; and upon such waiver the union may, by a majority vote, proceed to act. Nothing herein contained shall interfere with the appeal rights of the accused. The defendant to charges shall not be compelled to testify.

SEC. 23. A member charged with contempt of the union or a committee of the union shall be accorded full privileges of trial and upon conviction may be punished in the same manner as if convicted of another offense.

SEC. 24. Any member bringing charges against another which he fails to sustain by proper evidence may, by a two-thirds vote of the union, and without referring the matter to any trial committee, be censured or fined an amount equal to the expense of the trial, or both censured and fined.

APPEALS

SEC. 25. A member who has been convicted of any offense against the union and who believes his conviction was irregular or unjustified may appeal to the Executive Council by giving proper notice and following procedure governing such appeals.

SEC. 26. When a local discipline committee (authorized by section 12 of this article), or a local executive committee, has rendered a decision or verdict against a member or members, and appeal is taken therefrom, such appeal shall be acted upon at the next stated meeting of the subordinate union.

SEC. 27. When a subordinate union has taken an action or rendered a decision, any aggrieved member, members, chapel, or employer having a contract with said subordinate union, or any applicant for admission whose application has been rejected, may appeal as provided in the constitution and bylaws. In all instances where applicants for membership in the union are rejected, they shall be furnished with a copy of ITU Appeal Procedure which will be supplied by the Secretary-Treasurer of the ITU on request.

SEC. 28. Notice of intention to appeal to the Executive Council must be filed in writing with the president of the subordinate union with which the appellant is affiliated within five days after the action is taken or the decision rendered by the subordinate union.

SEC. 29. Appellant shall prepare and file with the president of the subordinate union two complete copies of appeal brief with all evidence and argument within twenty days after the action or decision of the subordinate union against which appeal is made.

SEC. 30. The respondent union shall have prepared two copies of its reply and file same with the president of said subordinate union within twenty days from date appeal brief is received. One complete copy of the reply containing all evidence and argument shall be immediately transmitted to appellant.

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SEC. 31. Appellant shall have five days from date reply is received in which to prepare and file, as above provided, a rebuttal brief. If no rebuttal brief is filed as above provided, one copy each of the original appeal and reply briefs shall be transmitted to the Executive Council and a decision rendered upon the evidence and argument contained therein.

SEC. 32. If appellant files rebuttal brief as above provided, respondent shall have five days from date it is received in which to prepare and file surrebuttal, in which event the case shall be considered closed and copies of all documents transmitted to the Executive Council by the president of the subordinate union. If a surrebuttal is filed by respondent, copy of such surrebuttal shall also be furnished to appellant on the date all documents are transmitted to the Executive Council. If no surrebuttal is filed by the respondent union within five days from the date on which rebuttal brief is filed by appellant, all documents in connection with the appeal shall then be immediately forwarded to the Executive Council. On the same date that documents are transmitted to the Executive Council, appellant shall be notified no surrebuttal will be filed and that all documents in connection with the appeal have been so transmitted.

SEC. 33. The President of the International Union may extend the time in which either party is required to file argument and evidence in appeals to the Executive Council if, in his opinion, justice will be served thereby.

SEC. 34. When the contention of a member who has appealed to a subordinate union is sustained by action of such subordinate union and an appeal is taken to the Executive Council therefrom, the original appellant shall have the right to participate or be represented by counsel in preparation of respondent union's answer. Upon demand to the president of the subordinate union he shall be furnished with copies of all documents as transmitted to the Executive Council and he shall also be permitted to transmit to the Executive Council a reply to all evidence and arguments in the case.

SEC. 35. Where appeal is made against an action or decision of a subordinate union the action or decision of the subordinate union must be complied with by all parties pending decision by the Executive Council. In cases involving dues, assessments, fines, or other moneys assessed by the subordinate union against a member, a sum sufficient to cover the amount in dispute shall be deposited with the president of the subordinate union to be held in escrow until decision has been rendered by the Executive Council. When a subordinate union has rendered a verdict of censure, reprimand, suspension, expulsion, or revocation of membership, it shall not be enforced pending final decision if appeal be made as provided herein. Where a rejected applicant appeals in accordance with the provisions herein and the Executive Council sustains the appeal the local union shall obligate the applicant upon payment of proper fees and dues.

SEC. 36. All parties to an appeal, in cases where documents are submitted, are required to make affirmation as to the truth of their statements. The written signature of the parties in interest shall be considered as such affirmation.

SEC. 37. Either the appellant or respondent may appeal against decision of the Executive Council, or any subordinate union affected as such by a decision or action of the Executive Council may appeal to the next succeeding convention of the International Typographical Union.

SEC. 38. The party or subordinate union desiring to appeal against a decision or action of the Executive Council shall give to the International Secretary-Treasurer notice of such appeal within sixty days of the date of the decision or action against which appeal is to be made: Provided, No such appeal shall be considered by a convention unless notice as herein provided shall have been given prior to the first day of the month in which the convention is held.

SEC. 39. Copies of all documents, evidence and arguments must be transmitted to the International Secretary-Treasurer within sixty days after notice of appeal shall have been given. All appeals to a convention must be in printed form and only the briefs, documents and evidence upon which decision of the Executive Council was based shall be presented to and considered by the committee on appeals: Provided, That appellant shall have the right to include in his printed appeal an argument based upon the decisions of the Executive Council from which the appeal is made.

SEC. 40. The appellant shall furnish to the International Secretary-Treasurer on or before the day previous to the convention at which such appeal is to be considered, not less than five hundred copies of the appeal to be distributed by the International Secretary-Treasurer to each delegate in attendance at the convention.

SEC. 41. In cases of appeal by a subordinate union, a member, or members against a decision or action of the Executive Council the decision or action of the Executive Council shall be complied with unless and until such decision or action shall have been reversed by the convention: Provided, If such decision or action of the Executive Council be not so reversed the decision or action shall be final and there shall be no further appeal therefrom.

SEC. 42. Any subordinate union, member, or members refusing to accept and observe a decision or action of the Executive Council pending appeal to a convention, or any subordinate union, member or members refusing to accept and observe decision of a convention upon a matter that has been appealed shall be subject to summary expulsion by the Executive Council.

SEC. 43. Any subordinate union, member, or members not satisfied with the judgment of the court of last resort (the convention of the International Typographical Union) and who seeks redress in the courts, shall be required to deposit with the Executive Council an approved bond sufficient to cover the costs entailed by the International Typographical Union in defending the action, and the same procedure shall be followed when any member or members shall seek an injunction against the International Typographical Union or its officers or any of its subordinate unions.

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SEC. 44. In no case shall a member appeal to a civil court or any other agency for redress from an action by the union until he has exhausted his rights of appeal under the laws of the International Union. Any member who violates this section shall be liable to summary expulsion by the Executive Council.

SEC. 45. Any provisions of these bylaws notwithstanding, no member shall be fined, suspended, expelled or otherwise disciplined, except for non-payment of dues, unless he has been served with written specific charges, given a reasonable time to prepare his defense and afforded a full and fair hearing as provided in article v hereof, unless any such right is waived pursuant to the provisions of these bylaws. Failure to make timely request for any such right shall constitute a waiver.

ARTICLE VI—CHARTERS

SECTION 1. Application for charters must be made upon the form prepared therefor, which may be had upon request to any International representative, or will be furnished upon application to the President or Secretary-Treasurer of the International Typographical Union.

SEC. 2. Any person under the ban of expulsion in a subordinate union can not become a charter member of another union.

SEC. 3. A union applying for a charter is required to submit its constitution and bylaws for examination and approval by the International President, also a list of its officers and members.

SEC. 4. Each person signing an application for a charter shall pay the sum of $5, $2 of which shall be transmitted to the Secretary-Treasurer of the International Typographical Union in payment for the charter and outfit provided for in subsection (d) of section 4, article x, bylaws, the remainder of which shall be retained in the local union treasury. This is in addition to the cost of the ITU lessons in unionism which all applicants for membership in the ITU are required to pay in accordance with the provisions of section 3, article xviii, ITU bylaws.

SEC. 5. A charter shall contain as the official designation of the union the name of the city or town in which it is located and none other.

SEC. 6. Where a city is absorbed in the corporation of another, and a union exists in both, the smaller union shall be merged into the larger.

SEC. 7. A subordinate union has not the right to erase the names of charter members (who may have ceased to be union members from any cause) from their charters and substitute others in their places. The charters (as to names) must remain as issued by the International Union. This shall not operate to prevent a union attaching to such charter, on a separate sheet, a sketch of the delinquency or degeneracy of any party whose name appeared thereon as a charter member.

SEC. 8. It is competent for a subordinate union to take a charter from any state within which it may be located, in order to protect itself in the possession of property and other legal rights, but the charter of the International Union is supreme, and governs in all craft matters where it does not conflict with the laws of the state or nation.

SEC. 9. A majority of a union can not by vote surrender its charter. A charter may be granted to eight applicants who are members of the ITU or eligible for such membership, and a union can not be dissolved while there are that number of members (other than proprietors and members not actively working at the trade) in good standing desirous of retaining the charter. Where local unions are composed of less than eight members other than proprietors and members not actively working at the trade, and it is proved to the International Executive Council that union conditions are not being maintained, the Executive Council shall order the charter revoked.

SEC. 10. With the consent of the Executive Council two unions may consolidate by a majority referendum vote of each union: Provided, That thirty days' notice of the proposed vote shall be given at a meeting of each union concerned and that voting shall be limited to members (other than proprietors and members not actively working at the trade) in good standing in their respective local unions for not less than six months.

ARTICLE VII—CONTRACTS—ARBITRATION

SECTION 1. Contracts between local unions and employers are collective agreements in which the local union as such is a contracting party with an employer or association of employers. Such agreements shall contain a clause excluding the International Typographical Union as a party thereto. It is the obligation of the local union to observe and enforce terms of the contract. The local union as a contracting party has authority to determine differences between its members concerning their rights under contract, subject to appeal as prescribed by the laws of the union. Where the local union has by contract prescribed a method of determining differences between the employer and the local union as to interpretation and enforcement, such method shall be followed. Subordinate unions of the International Typographical Union have a long and honorable history of compliance and fulfillment of all contract commitments. It is required that where contract commitments have been made, such commitments are paramount and must be honored by the local unions parties thereto, as a matter of union policy only, subject to the limitations stated in the approval clause of such agreements without any assumption of liability thereunder by the International Typographical Union. This obligation cannot be considered to be mitigated or absolved because of picket lines established without authority provided in the local contract and as provided in article xxi, bylaws. The laws of the local union not affecting wages, hours or working conditions and the laws of the International Typographical Union shall not be submitted to arbitration.

Where the contract between the local union and employer does not provide a method for the adjudication of differ-

ences as to interpretation and enforcement the employer may
require the International Typographical Union to interpret
the obligations of the local union, provided said contract has
been approved by the President of the International Typo-
graphical Union as conforming to the laws of the Inter-
national Typographical Union.
Sec. 2. Local unions shall not file any unfair labor prac-
tice charges or petition for investigation or representation,
without first consulting the President of the International
Typographical Union and obtaining approval of the Execu-
tive Council. Local unions shall undertake, through appro-
priate lawful contract provisions and by all other lawful
means, to secure the maximum protection available for local
unions and their members under existing restrictive Federal
or State legislation, as the same may be amended or repealed,
consistent with the provisions of sections 3 and 4 of this
article.
Sec. 3. Subordinate unions are required to submit to the
International President for review and approval, as com-
plying with requirements of International Union laws, all
proposals for a new contract, alteration, amendment or
extension of an existing contract in duplicate before pre-
sentation to the employer. No contract shall provide for
automatic renewal on failure to notify either party thereto
of desire to change or terminate the contract.
Sec. 4. No local union shall sign a contract guaranteeing
its members to work for any proprietor, firm or corporation,
unless such contract is in accordance with International law
and policy and approved as such by the International Presi-
dent. The officers, committees and members are expressly
prohibited from submitting to a union for vote or voting on
any proposal of an employer or committee for a contract
either written, verbal or implied, or any understanding
whatsoever which has not previously been approved by the
International President as being in compliance with ITU
laws and policy and not in violation of civil laws. (a) No
member holding active membership in any local union shall
sign an individual or private contract with any employer,
agreeing to work for any stated length of time, wages or
conditions. The union alone has the power to contract for
conditions, wages and hours. (b) No union or individual
member shall agree to any pension plan which provides for
compulsory retirement at any age.
Sec. 5. No local union shall enter into negotiations with
any proprietor, firm or corporation operating a plant in
another jurisdiction which does not actually have a plant
in operation or have equipment for such a plant in its par-
ticular jurisdiction without first communicating with and
having the approval of the International President, and if
the contemplated plant is being removed from another juris-
diction, the local union shall also contact the local union or
unions in which the plant or plants are now operating.
Sec. 6. All contracts must contain a section recognizing
the general laws of the ITU as a part of the contract.
Sec. 7. Local unions shall incorporate in their contracts
with employers a section containing the necessary require-

ments to carry out the apprenticeship laws of the Interna-
tional Typographical Union.
Sec. 8. Local unions are required to determine by contract
the ratio of apprentices to the number of journeymen regu-
larly employed in any and all offices, but it must be provided
that at least two journeymen, aside from the proprietor, shall
be regularly employed before an office is entitled to an ap-
prentice.
Sec. 9. For each additional five journeymen regularly
employed an additional apprentice may be permitted: Pro-
vided, When four apprentices are employed, an additional
apprentice for each ten additional journeymen may be em-
ployed, but this additional ratio of one to ten may be varied
by contract as may be desired by a subordinate union to
meet the needs of particular shops: Provided, further, Noth-
ing in this section shall be construed as prohibiting any
subordinate union from inserting in the contract a provision
that the total number of apprentices of any office shall be
less than four. It is recognized that the introduction of new
or substitute processes may make it desirable to exceed the
ratios provided in this section. In such instances contracts
may be approved containing provisions for more than those
herein specified. The particular number in excess is a matter
for collective bargaining.
Sec. 10. Local unions shall arrange scales of wages for
apprentices in each of the years of their apprenticeship or
upon the apprentices' qualifications as shown by records of
credits allowed for trade training completed, such scales to
be indicated as proportionate to the journeyman scale.
Sec. 11. It is the unalterable policy of the International
Typographical Union that all composing and mailing room
work or any machinery or process appertaining to printing
and mailing and the preparations therefor belongs to and is
under the jurisdiction of the International Typographical
Union. Subordinate unions are hereby directed to reclaim
jurisdiction over and control of all composing and mailing
room work or any machinery or process appertaining to
printing and the preparations thereof now being performed
by persons who are not journeymen or apprentices.
Sec. 12. Local unions must incorporate in contracts such
jurisdictional coverage as is advised by the International
Typographical Union to be in compliance with its laws and
so far as possible, provide that such work shall be performed
by journeymen and apprentices. Best effort shall be made to
eliminate contract provisions or practices not in compliance
herewith.
Sec. 13. Establishment of departments shall be by contract
and such departments as are recognized shall be enumerated
in the contract.
Sec. 14. Where copyholders, in addition to proofreaders,
are employed, local unions are directed, where possible, to
incorporate in the contracts a provision that journeymen be
employed as such copyholders and that a scale be made for
such work.
Sec. 15. Subordinate unions are prohibited from estab-
lishing piece or bonus scales and members of the union are

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prohibited from accepting a fluctuating basis of compensation which in effect constitutes a piece or bonus scale such as a wage or salary computed on the basis of production.

SEC. 16. In all offices under union jurisdiction the unit of hours constituting a regular shift shall not exceed eight and no subordinate union shall enter into a contract which provides for a workweek in excess of forty hours.

SEC. 17. Contracts or wage agreements must provide that no journeyman shall be employed for less than a full shift as specified in the contract except when discharged for cause or when excused at the journeyman's own request.

SEC. 18. Local unions shall incorporate a clause in their scales which provides for the payment of overtime at a rate not less than price and one-half, based on the hourly wage paid.

SEC. 19. Subordinate unions must incorporate in contracts a provision fixing the hours designating day work and night work. Day work shall be between 7 A. M. and 6 P. M. Night work shall be between 6 P. M. and 7 A. M. For shifts which do not begin and end within the hours specified for day work, not less than the night rate shall be paid.

SEC. 20. Subordinate unions must include in contracts or commitments a provision that journeymen may absent themselves from the shop during voting hours on primary and general election days without being subject to discipline.

SEC. 21. Work in foreign languages shall be at the scale rates of the particular union having jurisdiction: Provided, That in no case shall English composition be at a lesser rate than that of the typographical union. Nor shall foreign composition in English offices be done at a lesser rate or longer hours worked thereon than is in vogue in offices under the jurisdiction of such foreign language union.

SEC. 22. The International Typographical Union relegates to subordinate unions authority to establish in contracts provisions governing the disposal of extra work. In filling regular situations contracts must provide substitute oldest in continuous service shall have prior rights in filling the first vacancy.

SEC. 23. Subordinate unions shall incorporate in PROPOSED contracts a clause providing for holidays with pay; annual vacations with pay; severance pay of not less than two weeks' pay for each year of priority in the office for all journeymen affected by suspension or mergers; hospitalization and pay allowances for sickness or accident; and severance pay of two weeks' pay for each year of continuous priority for situation holders laid off to reduce the force.

SEC. 24. Subordinate unions shall include in all contract PROPOSALS a provision seeking retirement pensions.

SEC. 25. Subordinate unions shall provide in PROPOSED contracts that night work shall be paid for at not less than 15 per cent over the day scale.

SEC. 26. Subordinate unions must incorporate in PROPOSED contracts a vacation provision that when a journeyman ceases employment for any reason he shall receive pay for accumulated vacation credits.

SEC. 27. Subordinate unions shall incorporate in PROPOSED contracts a clause which provides for the payment of overtime at a rate not less than double time, based on the hourly wage rate.

SEC. 28. Subordinate unions shall incorporate in PROPOSED contracts and wage agreements a clause providing for shorter hours, with still shorter hours on the night shift than on the day shift until the unit of thirty hours a week has been reached.

SEC. 29. Subordinate unions must insert in PROPOSED contracts provisions that priority journeymen shall have choice of new shifts, new starting times, new off-days and choice of vacation schedule, but such provisions shall not prevent the priority substitute from acquiring a situation to which his priority entitles him.

SEC. 30. Local unions may establish by contract a workweek of four shifts of no more than eight hours per shift. The weekly scale in shops under such contracts shall not be less than provided in shops under a five-shift contract within the jurisdiction of the local. Four shifts shall constitute a week's work for journeymen holding priority in shops signatory to a four-shift contract, and all time worked in excess of the unit of hours comprising a regular shift and all time worked in excess of the number of hours established as a regular situation shall be considered overtime and shall be subject to all laws pertaining thereto. No journeyman may work an additional shift under either a four-shift or five-shift contract at less than the overtime rate, nor shall double-headers be worked under four-shift operation.

SEC. 31. No member shall represent proprietors in scale negotiations, except with the consent of the local union. This section shall also apply to holders of honorable withdrawal cards.

SEC. 32. Members of the International Typographical Union shall not be permitted to operate a portion of a printing plant, or an entire printing plant, for a portion of the time, under contract or sub-contract. Members can only engage in business as employers when they own and control the establishment. This shall not apply to bona fide recorded leases for a term of one year or more under the terms of which the member-lessee exercises control over the establishment and price of the products thereof. No members of the International Typographical Union can evade any of its laws as applying to members generally by having transferred to himself a nominal amount of stock in a company or corporation organized for the purpose of conducting a printing plant; nor does the holding of the position of director in such company or corporation constitute him a proprietor unless he be able to prove that he is a bona fide stockholder therein and that his block of stock in the company or corporation bears such relation to the whole capital stock as to show that the partnership is a genuine business transaction.

SEC. 33. When disputes involving interpretation and enforcement of the terms of an approved contract between local unions and employers cannot be settled by the parties to the contract the matter may be arbitrated through joint standing committee procedures provided therein.

SEC. 34. Local unions shall not submit the terms of a succeeding contract PROPOSAL to arbitration until first obtaining approval of the Executive Council as to the subject matter which may be arbitrated and as to the procedure to be followed.

SEC. 35. It is imperatively ordered that the executive officers of the International Typographical Union shall not submit any of its laws to arbitration. Nor shall any subordinate union arbitrate whether or not any general law of the International Typographical Union shall be effective, but arbitration may be had as to the applicability of the laws to the facts involved.

SEC. 36. It is further provided that no joint arbitration agreement be entered into with an employers' association by the International Typographical Union, unless said agreement shall have first been approved by a majority vote of the membership in a referendum vote.

SEC. 37. Where vacations have been established by contract, the elimination of such provision shall not be submitted to arbitration.

SEC. 38. When any arbitration procedure to which a local union is committed reaches a deadlock where further action can not result in a conclusion within a reasonable time the local union may request the Executive Council to release it from further obligations under such arbitration procedure or agreement. The Executive Council shall have authority to decide that issue and may so release a local union. This section shall not apply to controversies properly before a joint standing committee involving only interpretation of the terms of the agreement. It does apply to matters involving the laws of the International Typographical Union or to interim wage openings whether or not arbitration is provided.

SEC. 39. Subordinate unions shall co-operate with other printing trades crafts in an attempt to establish simultaneous expiration dates and collaboration in scale negotiations.

ARTICLE VIII—*DISCIPLINE—GENERAL*

SECTION 1. In offices under the jurisdiction of the International Typographical Union the foreman is the only person to whom to apply for work, and any person securing work, or attempting to secure work in any department under the jurisdiction of the foreman, in any other manner than by application to said foreman, shall be deemed guilty of conduct unbecoming a union man, and, upon conviction before a trial board, shall be suspended or expelled, as three-fourths of the members may determine: Provided, That nothing in this section shall be construed to conflict with the rights of members holding situations to employ competent substitutes without consultation or approval of the foreman.

SEC. 2. It shall be unlawful for any member of the International Typographical Union to belong to any secret organization, oathbound or otherwise, the intent or purpose of which shall be to influence or control the legislation or the

business of such local union or of the International Typographical Union, the selection or election of officers of such local or International Union, or the preferred or other situations under their jurisdiction. Any member guilty of a violation of this section shall, upon conviction of a first offense, be deprived of the right to hold office in the local or International Union; and upon conviction of a second offense, shall be expelled. Any member belonging to or aiding in the formation of, any organization dual to the International Typographical Union may be summarily expelled by the Executive Council without formal trial upon proof of such fact satisfactory to the Executive Council. The failure (within 30 days of date of demand) of any member to declare under oath, his affiliation or non-affiliation with an organization declared dual by the Executive Council of the International Typographical Union, shall be deemed as proof that the member is affiliated with a dual organization. Any subordinate body of the International Typographical Union may be dissolved, or its charter may be revoked, or the International Typographical Union Executive Council may take full and complete charge of all the affairs of such organization when it is deemed necessary to protect the jurisdiction of the International Typographical Union. Notice by first-class mail to last known address of any member from whom the Executive Council demands a declaration under this law shall be sufficient.

SEC. 3. Assignment of wages for any purpose, where an ultimate profit is received by members or others, is forbidden everywhere within the jurisdiction of the International Typographical Union, nor shall any member act as an agent for outside usurers. Benevolent societies composed of ITU members are not included in the operation of this act, if the society does not charge interest in excess of 1 per cent per week. Upon the presentation of charges, local unions shall try the issue and decide whether this section has been violated, and impose such penalties as may be deemed necessary.

SEC. 4. No member shall be allowed to use the name or number of a local union or the name of the International Union as an imprint on commercial printing, or for any other purpose, without the sanction of the union.

SEC. 5. Any member of a subordinate union having wronged a sister union by the misappropriation of funds shall have his card revoked by the union of which he is then a member, upon such union being notified of the misappropriation, under seal of the union, unless the delinquency is paid and forwarded to the union in which he is a defaulter.

SEC. 6. Any member of a union engaging to take a situation in the jurisdiction of another union at a lower rate of wages than the scale of prices of the latter union calls for, is guilty of ratting, even though the situation may not be obtained.

SEC. 7. It shall be a misdemeanor, punishable by expulsion, for one union man to make application for the position of another union man in any office.

SEC. 8. It shall be unlawful for a member of any subordinate union of the International Typographical Union to

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perform a day's work in any office under the jurisdiction of
the local union to which he or she may belong, and at the
conclusion of the day's labor to perform work over which
the ITU has jurisdiction in any other shop or place with-
out permission of the local union.

Sec. 9. When a vote is taken in a meeting of a subordinate
union on a reduction of a scale, alteration of a scale, or any
dispute as to the construction of a scale or in relation to the
surrender of a charter, it must be by secret ballot. Any union
violating this law shall be fined for the first offense, and
for the second offense its charter shall be suspended by the
Executive Council, subject to the approval of the next con-
vention of the International Union.

Sec. 10. No member of a subordinate union shall be en-
titled to vote upon a proposed change in the scale of prices,
to adopt a recommendation of a scale committee, or to accept
a counter-proposal of an employer or employers received
through conciliation, unless he has been a member of said
union for the previous six months, and is in good standing,
except where the union has been in existence for shorter
period. It shall require a majority vote, by secret ballot, of
such qualified members present at the meeting to adopt.
Members classified as proprietors or not-at-trade for dues
payment purposes shall not be eligible to vote on matters
pertaining to wage scales.

Sec. 11. The term "secret ballot" shall be applied to guar-
antee secrecy and may be by printed ballot or by white and
black balls.

Sec. 12. No member of the International Typographical
Union shall engage in speed, record or other contests, either
by hand or on machines. Violation of this law shall be
punishable by a fine of not less than $25, or suspension.

Sec. 13. Overtime shall accumulate as specified in article
vii, general laws, and failure of a journeyman to cancel such
overtime when a competent substitute becomes available
shall render the journeyman subject to a fine of one day's
pay at his scale of wages. Each shift the journeyman fails
to employ a competent substitute who is available shall con-
stitute a separate offense.

Sec. 14. Journeymen who do not limit themselves to five
shifts within the financial week in accordance with the pro-
visions of article vii, general laws, shall be assessed a days'
pay for each offense. Where the local union fails to apply
the penalty the Executive Council shall levy an assessment
of a day's pay against each journeyman for each violation.
Where the local union levies the fine it shall be paid into the
local treasury. All fines assessed by the Executive Council
as penalties for violations of this article shall be forwarded
to the International Secretary-Treasurer. Members who fail
or refuse, to pay any sum levied by the Executive Council
shall be suspended and lose all rights and benefits of mem-
bership.

Sec. 15. Any journeyman having accumulated overtime to
give out who fails or refuses to employ an available com-
petent substitute, or who attempts to evade the overtime

law, shall be punished by a fine of not less than one day's
pay for each offense. Where the records show violation or
evasion the fine may be arbitrarily assessed. It is mandatory
that local unions impose and collect the fine for which pro-
vision herein is made and with it compensate substitutes
who suffer loss of employment through violation of this
section and sections 8 and 9, article vii, general laws.

Sec. 16. In offices where preferred situations are added or
reduced in priority order, local unions shall have authority
to make regulations to accomplish the following purposes in
the following order:

1. To meet contract requirements by making substitutes
available to fill situations in the office in which they show for
work, and to bar from the office, by order of the local union,
any substitute who refuses to accept a situation he is com-
petent to fill, for such period of refusal.

2. To determine equities as between journeymen bearing
the burden of overtime.

3. To cancel the priority standing of any substitute when
he refuses a situation he is competent to fill and to provide
that such substitute shall not be allowed to establish new
priority in the office for a stated and continuous period not
to exceed six months.

Such regulation shall not set aside the obligation of jour-
neymen to give out overtime, but may affect a substitute's
availability for cancellation of overtime on specified shifts.

The regulations of a local union as above authorized shall
be interpreted and applied or repealed by the local union
and shall not be subject to appeal to the Executive Council
r Convention.

Article IX—Dues and Assessments

Section 1. Every member, except those residing at the
Union Printers Home, who shall be considered members in
good standing (and who upon admission to the Home, may
take the option of accepting payment of funeral and burial
expenses in the Home plot as a burial benefit and be exempt
from mortuary assessment or claim the full benefit to which
they would be entitled on payment of 35 cents each month,
which amount must be paid and reported to the Secretary-
Treasurer monthly) shall pay the International Typograph-
ical Union per capita tax and assessments for any given dues
month on or before the tenth day of the next succeeding cal-
endar month, and on payment of the same shall receive from
the local union in which membership is held an International
working card so endorsed by the local officers as to indicate
the month or months for which International dues have been
paid.

Sec. 2. The dues month of each subordinate union shall
end on the last Saturday of the calendar month and members
shall pay assessments for that dues month on all wages
received during the dues month, regardless of the particular
day of the week which may have been selected for pay day in
any shop. Every calendar month having four Saturdays will

be a four-week dues month and every calendar month having five Saturdays will be a five-week dues month.

SEC. 3. Every member must demand, and shall receive, on payment of the proper sum, a working card for each month's dues paid. The card shall show the sum paid for per capita tax, local dues, old age pension and mortuary assessments, and such other assessments as may be levied by the local or International Union, and the date of said payments.

SEC. 4. The secretary of each local union shall make an itemized report each month to the Secretary-Treasurer of the International Union, showing the amounts of local dues, per capita tax and assessments collected from each member, the date when each member paid his dues and the dues month for which payment was made. The names of members shall be arranged in alphabetical order in the itemized report, except that where collection is made by chapels, the report may be arranged in alphabetical order by chapels. The itemized report and the summary report required by section 17, article xxii, bylaws, for any dues month shall be transmitted to the Secretary-Treasurer of the International Union on or before the 20th day of the succeeding calendar month.

SEC. 5. In cases of members holding traveling cards and so situated as not to require active affiliation with any subordinate union, the per capita tax and assessments shall be collected by the proper officer of the union in which said traveling card is deposited or presented for renewal, and the amount so received shall be shown on the card issued by indicating thereon the payment of monthly per capita tax and assessments in regular sequence; and the secretary of the union shall report to the Secretary-Treasurer the amounts collected for each month in the same regular sequence.

SEC. 6. Any member who is not in possession of an International working card for the current month, as provided in section 1, shall be deemed as delinquent to the International Union, and shall not be entitled to any benefits or to be a candidate for any office in the International Typographical Union.

SEC. 7. Members of subordinate unions or members holding traveling cards shall stand suspended when four months in arrears for local or International dues or assessments. Members suspended for non-payment of dues shall have no standing in the organization and shall not be entitled to benefits.

SEC. 8. It shall be the duty of the subordinate unions, on request of a member who is sick or disabled, and who shows that he is in destitute circumstances, to protect his membership in the organization during such sickness or disability, the local union to be reimbursed for this expenditure by the member benefited after recovery. It shall be the duty of the secretary-treasurer of the local union, or of a committee specially designated by the union for this purpose, to check at least once every three months on all members for whom the union is paying dues. The purpose for such periodic checkup is to ascertain the continuity of the illness of the member, the desire on the part of the member to have the

union continue to keep him or her in good standing and for any other reason deemed by the union to be appropriate. Should it be later found that such member was not actually sick or was not entitled to have his or her membership protected under this section of our laws, liability for reimbursement for dues paid by the local to the ITU shall not exceed three months.

SEC. 9. Local dues shall be charged from the first day of each month, except in cases where the member has paid the current month's dues, or in instances where the percentage system applies. In cases where members deposit traveling cards showing International per capita tax to have been paid in advance, local unions when collecting dues shall allow full credit for the amounts so paid.

SEC. 10. No member of a subordinate union shall be allowed to pay dues in the jurisdiction of one union while working under that of another; and no subordinate union shall receive dues as aforesaid. Dues of right belong to the union under whose jurisdiction the party is working.

SEC. 11. No subordinate union shall have authority to assess its members for payment of life insurance premiums.

SEC. 12. Dues and assessments must be paid on money received as a bonus, as vacation pay, or as a gift or gratuity for services performed at the printing trade; and on all money deducted from earnings for taxes, group insurance, health and welfare programs, pensions of any nature, and unemployment insurance. No dues and assessments shall be paid on benefits received by sick or disabled members under health and welfare programs: Provided, That when a member retires or leaves his employment for any reason he shall not be required to pay assessments on any monies received from an industrial pension fund.

SEC. 13. No reduction of the five-day workweek may be ordered by a local union, nor shall special assessment for out-of-work relief be levied by such union in excess of 3 per cent of earnings: Provided, That all proposals for special assessments must provide a specific date on which collection of such special assessment shall be discontinued.

ARTICLE X—DUTIES OF INTERNATIONAL OFFICERS

THE PRESIDENT

SECTION 1. The President shall attend and preside at all conventions of the International Typographical Union during his term of office; he shall have the casting vote whenever there shall be an equal division on any question, except where he shall have voted on the call of the ayes and nays.

He shall require a faithful performance of duties on the part of all officers and a strict and businesslike manner of keeping all accounts, paying out money, and conducting correspondence.

He shall see that all moneys belonging to the International Union are properly deposited in responsible banks, in the names of the President and Secretary-Treasurer as such, and money shall be drawn from such banks only by check signed by the President and Secretary-Treasurer, and only then

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when both officers are fully satisfied that such money is lawfully and justly due the person or persons for whose benefit the check is drawn.

He shall, with the approval of the Executive Council, appoint all necessary representatives, shall oversee and direct the operations of representatives, and shall, when necessary visit such place or places as may require his presence or personal attention.

He shall establish and maintain a statistical bureau in the International office for the purpose of compiling information and statistics relative to the printing trade and general economic conditions, such data to be at all times available for use by subordinate unions.

He shall direct and maintain a bureau of education, which, in addition to the preparation of educational material for apprentices, shall prepare and sell, to members only, a course in advanced composition and such other educational materials as may equip members to master new operations which come under the jurisdiction of the International Typographical Union.

He shall direct and maintain a label bureau, which shall aid subordinate unions in the work of creating a demand for the use of the union label upon all printed products and publication. This bureau shall create and maintain an active campaign, on an international level, for the promotion of the union label and the good will of the International Typographical Union.

He shall be the representative of the International Typographical Union to the International Allied Printing Trades Association, and shall appoint such other representatives to the maximum number to which this union is entitled.

He shall, before accepting the official bond of any officer, be satisfied that such bond is valid and in proper form, and for that purpose he is empowered and instructed to take competent legal advice upon the matter; he shall in case of his mismanagement or misappropriation of any funds of this union by any official charged with the custody, collection and disbursement thereof, at once proceed to collect the same from the official in default, or, in the event of the failure of such official to make good such deficiency, institute legal proceedings against such defaulting officer and his sureties.

Should inaccuracies appear in the report of the auditing committee of a local union, or if the International President has reason to believe there is a shortage or misappropriation of funds, he shall designate a representative to take charge of the financial affairs of such subordinate union and may appoint a certified accountant to make examination and audit the books and accounts of said union. The certified accountant so employed shall be authorized by the International President to take possession of all financial books, records and accounts of said subordinate union and make such audit and file such report as directed by the International President. The report and findings of the certified accountant shall be filed with the president of the subordinate union by the President of the International Union. The

president of the subordinate union shall proceed in the civil or criminal courts, or, in accordance with the laws of the International Union governing charges and trials, as the facts appear to warrant. The subordinate union shall bear the expense of the audit and prosecution of those responsible for the shortage or misappropriation.

The above authority shall also be exercised by the President with regard to chapels.

SEC. 2. The President shall issue monthly a publication to be known as The Bulletin which shall contain statistical material; factual data; information helpful to local unions, the members thereof; to scale committees and boards of arbitration. There shall also be printed in The Bulletin decisions of the Executive Council rendered on appeals. Such official Bulletin shall not exceed forty pages in size and shall be supplied to the president and secretary of each subordinate union with an additional copy for the use of scale committees and, upon request of the subordinate union, to chapels of ten or more members.

VICE-PRESIDENTS

SEC. 3. The Vice-Presidents shall perform such duties as are set forth in the constitution and as may be required by law. In the performance of duties assigned by the Executive Council, as provided in section 3, article vi, of the constitution, Vice-Presidents shall be under the direction and control of the President.

SECRETARY-TREASURER

SEC. 4. The Secretary-Treasurer shall act as the financial officer of the International Typographical Union and as secretary of the convention of this union.

(a) Conventions.—He shall have the reports of the officers of the International Typographical Union printed in pamphlet form, and a copy of such reports shall be mailed to every delegate-elect as soon as possible previous to the assembling of the convention; he shall publish in the July number of The Typographical Journal, as a part of the regular edition, the annual reports of the officers; he shall furnish each subordinate union, prior to the election of delegates, with two (or more where needed) copies of blank delegate certificates of election; he shall make a just, true and complete record of each and every day's proceedings, to be printed and laid on the desks of delegates each morning during the sessions of the convention; he shall, immediately after the final adjournment, cause the same to be made up in the form of The Typographical Journal, and published with a regular edition of that paper at as early a date as possible; he shall, in connection with the President, compile and publish in uniform size, within sixty days following the canvass of the vote on amendments submitted to the membership after each convention, a Book of Laws, containing the constitution, bylaws, general laws and convention laws of the International Typographical Union, also the constitution, bylaws and rules of government of the Union Printers Home, and distribute copies thereof to local unions in sufficient numbers to supply their full membership.

(b) Funds.—He shall procure interest whenever possible on all funds deposited by him on the direction of the Executive Council, and cover the same into the treasury of the International Union; he shall have the custody of all bonds, to secure the deposit of the funds of the International Union; he shall draw moneys from bank only by check signed by the President and himself; he shall require all bills against the International Union to be itemized, and shall only pay such bills as are in accordance with the order of the International Union direct, or its laws, and after approval of the President; he shall have the books of deposit with all banks balanced at the end of each fiscal month; he shall submit all his books and accounts to the expert accountants twice a year; he shall send all receipts for money received from financial officers of subordinate unions to the disbursing officers of said unions, acknowledging, by postal or otherwise, the receipts thereof to presidents of such subordinate unions, stating what month the payment is for, the amount and by whom sent; he shall at least once each month transfer and pay over all moneys by him held to the credit of the Union Printers Home fund, to the Secretary-Treasurer of the Union Printers Home corporation, and shall take his receipt therefor; he is authorized to pay the assessments of the American Federation of Labor and Congress of Industrial Organizations as they fall due; he is authorized to pay to the Canadian Labor Congress a per capita tax on all members of the International Typographical Union in good standing in the Dominion of Canada; and he shall keep at headquarters a set of records in which shall appear the names of all of the members of the International Typographical Union, together with the sum of money paid by each as per capita tax and assessments to the International Typographical Union in monthly sequence, as reported by the secretaries of subordinate unions, and these records shall show the standing of the members in the organization.

(c) The Typographical Journal.—He shall publish in The Typographical Journal: A sworn statement of the balances of his bank books of deposit monthly; a full monthly statement of receipts and disbursements of all kinds, except that disbursement pursuant to article xxi, section 17, of the bylaws shall be published only in such detail as the Executive Council shall direct; on or before the first of each month a list of arrearages of subordinate unions, and if said arrearages are not paid within thirty days thereafter the presidents of all such unions shall then be officially notified; he shall exclude from the columns of The Journal all communications or other matter impugning the motives or reflecting upon the honesty of members of this union; he shall exclude from the columns of The Journal all advertisements which make any statement or inquiry in connection with employment which express any discrimination as to race, creed, color or national origin, unless based upon a bona fide occupational qualification; he shall provide for the President and for each member of the Executive Council a department in which each of the officers, without interference or censor-

ship, may discuss or present to the membership any matter or topic pertaining to the business or interest of the membership of this union.

(d) Supplies.—He shall furnish subordinate unions with bound copies of the Union Traveling Card, in books of 25, 50 or 100 cards, as may be desired, at the prevailing list price, upon application; blank applications for the mortuary benefits; he shall prepare a "charter outfit," to include books, blanks and seal, and a form of "Petition for Charter," and no charter shall be granted unless presented on this form.

(e) Miscellaneous.—He shall conduct all his business, correspondence, etc., in a prompt and systematic manner, keeping files, etc., of all documents, and copies of all corespondence; he shall have power to procure all necessary printing required by the officers in conducting the official correspondence and other business of the union and shall employ such assistants as shall be deemed necessary by the Executive Council.

(f) Membership Record and Register Number.—He shall establish and maintain in his office a complete record of all journeyman active members of the International Typographical Union. This record shall contain the age of each member, the date of his initiation, where initiated; the date and cause of suspension or expulsion, the date of reinstatement or reinitiation, together with the date of death and such other matter as may be deemed necessary by the Executive Council to determine the continuous membership of any member of the International Typographical Union. Every member shall furnish on a blank provided for his use the date of his birth, the date of initiation and such other statistics as are necessary to show clearly the length of his continuous membership. The membership statements filed with the Secretary-Treasurer are only for the use and information of the officers of the International Union in the payment of benefits contingent upon continuous membership. The Secretary-Treasurer of the International Union is hereby authorized and instructed to refuse to make public the record of any member except as the business of the International Union may require. Every member shall be assigned a register number by the Secretary-Treasurer of the International Typographical Union, and he shall thereafter be officially known by such register number. Such books as are necessary for the use of local unions in keeping a proper record of their members, and the payments of dues and assessments made by such members, shall be kept in stock by the Secretary-Treasurer of the International Typographical Union and sold to local unions at a price to be determined by the Executive Council: Provided, It shall not be obligatory upon the part of local unions to purchase their record books from headquarters. Any local union desiring to do so shall have the privilege of printing its own record books and arranging them so as to permit of the keeping of data in addition to that required by the International Union.

EXECUTIVE COUNCIL.

SEC. 5. Meetings of the Executive Council shall be held on call of the President in such city at such place and time as

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the President shall direct for the transaction of such business as may be properly placed before the Executive Council for consideration. Such notice may be either verbal or written. Notice of meetings shall be given through the International Secretary-Treasurer and whenever so directed by the President notice to three members shall be sufficient. At any meeting of the Executive Council three members, two of whom shall be the President and Secretary-Treasurer, shall constitute a quorum. The vote of three members of the Executive Council shall at all times be necessary to decide any question, approve or disapprove any matter properly brought before it for consideration and decision. Any action supported by three members shall be accepted as an action of the Executive Council of the International Typographical Union: Provided, The Executive Council shall not take action or render a decision which shall interfere with the duties or obligations specified for the President or Secretary-Treasurer in the constitution.

SEC. 6. Appeals and other questions requiring action by the Executive Council may be submitted individually to members in document form and the vote recorded in the same manner and with the same effect as hereinbefore provided.

SEC. 7. The Executive Council shall have jurisdiction over and shall decide all appeals against a decision or an action of a subordinate union; all disputes or differences arising between subordinate unions; controversies and differences between employers and subordinate unions.

SEC. 8. The Executive Council shall have authority to interpret and enforce contracts and agreements; interpret and construe the laws of the International Union and subordinate unions; and it shall have authority to enforce such interpretation and construction unless and until reversed on appeal as herein provided. It shall have the power and jurisdiction to decide all questions properly brought before it relating to the business and affairs of the union. It shall have such further powers and perform such other duties as may be set forth in the constitution and laws.

SEC. 9. Any member affected by a decision or action of the Executive Council, or any aggrieved subordinate union, shall have the right to appeal to the next succeeding convention of the International Typographical Union.

REPRESENTATIVES

SEC. 10. It shall be the duty of each representative to correspond with or visit such towns or places where no union exists and there are printers, mailers or allied craftsmen at work, as the President may direct, with a view to encouraging them to embrace unionism. He shall examine the books and business methods of such unions as he may visit, and shall recommend to said unions any changes that will tend to safeguard the finances or facilitate the business of the unions: Provided, however, That no International representative shall take charge of the affairs of a local union until so requested by said subordinate union.

ARTICLE XI—ELECTION OF INTERNATIONAL OFFICERS

QUALIFICATIONS OF CANDIDATES

SECTION 1. The qualifications of candidates for office in the International Typographical Union shall be as follows: 1. Membership in the International Union and in continuous good standing for at least one year previous to making a declaration as candidate and previous to the acceptance of the nomination ("continuous good standing" means that a member must have paid his dues and assessments as provided by International law), and freedom from delinquency of any nature to the International or subordinate unions. 2. For Third Vice-President, membership as a mailer.

DECLARATION OF CANDIDACY

SEC. 2. Members of subordinate unions who desire to be candidates for office in the International Typographical Union shall announce such candidacy in the December and January issues of The Typographical Journal preceding the date fixed by law for the making of nominations. Candidates when making such announcements shall accompany the same with a certificate signed by the president and secretary of the local union to which they belong, and bearing the seal of the union, certifying that they have been in continuous good standing for one year previous to November 1 of that year. Announcements shall not exceed in space four lines of six-point type the full width of one column of The Typographical Journal, and shall contain the following:

Name ....

Candidate for..

Member of..............................Union No. ....

Continuous active member for..............................years

These announcements shall be properly classified under the heading of "Candidates for International Offices," and shall be further classified under appropriate sub-headings designating the office for which the member is a candidate, and this publication shall be an official notification to the officers and members of subordinate unions of the candidacy of such members for the office designated.

NOMINATION OF CANDIDATES

SEC. 3. Subordinate unions may nominate at the regular meeting in February one candidate for each elective office. Nominations shall be made by ballot and the names of all members who have announced their candidacy as is provided in the preceding section shall appear thereon. Candidates for President, First Vice-President and Secretary-Treasurer who receive a majority of the votes cast shall be recorded as having received the endorsement of the union. Candidates for other offices who receive the highest number of votes shall be recorded as having received the endorsement of the union. It shall be the duty of one of the secretaries of each subordinate union taking action to immediately notify the Secretary-Treasurer, who is directed to close nominations at 12 M. (noon), on March 8, those received after that time to be disregarded; the Secretary-Treasurer shall publish in the April issue of The Typographical Journal a list of nominees and nominators, declaring the five candidates for each office who have been supported by the largest number of unions as nominees for the offices for which they were respectively named: Provided, That candidates for the office of President, First Vice-President and Secretary-Treasurer shall have at least fifty endorsers, and all other candidates shall have at least twenty endorsers.

SEC. 4. Within forty-eight hours after closing of nominations, the Secretary-Treasurer shall mail notices of their nominations to all eligible candidates, and each candidate so notified shall, on or before 12 M. (noon) of March 25, inform said Secretary-Treasurer of his acceptance of the nomination. Each candidate, when sending notice of acceptance of a nomination, shall also file with the Secretary-Treasurer a statement that he or she has been in continuous good standing for one year previous to March 1 of that year, and said statement shall be attested by the president and secretary of the local union, with the seal of the union attached. On failure to comply with this law it shall be the duty of the Secretary-Treasurer to strike the delinquent's name from the list, inserting in lieu thereof the name of the next eligible candidate. He shall also forward with his acceptance of the nomination, if he desires to use the space allotted him, his letter for the April issue of The Typographical Journal provided for in the following section.

SEC. 5. Candidates who have received the requisite number of endorsements and who have filed their acceptance of the nomination for office sought shall be entitled to space in the April and May issues of The Typographical Journal for the publication of reasons and arguments in support of their candidacy, such matter to be personally prepared by the candidates, and no candidate shall issue, or sanction the issuance of, any other literature or printed matter in his behalf, unless signed by the candidate or three members in good standing of the International Typographical Union: Provided, That the letters of candidates for President, First Vice-President, Second Vice-President, Third Vice-President, and Secretary-Treasurer shall not exceed two thousand words each; letters from candidates for other offices shall not exceed three hundred words each: Provided, further, That the letters of all candidates shall be subject to and governed by subsection (c), section 4, article x, of the bylaws. It shall be the duty of the Secretary-Treasurer to properly arrange the letters of all candidates under a general heading of "Political Section," and sub-classify them under appropriate heading designating the office and the candidate in whose interest the publication is made. All such matter shall be set in type uniform in size and style with the general body type of The Typographical Journal. The "Political Section" herein provided for shall appear in The Typographical Journal for the months of April and May preceding the election.

It is mandatory that each and every member comply with the following rules regarding political activity in any International Typographical Union election or referendum:

(a) When groups of members run for office under a named group or political party, any claims or allegations made by such group or party on behalf of such candidates shall be over the printed names or written signatures (not less than three) of the sponsors or officers of the group or party. The candidates supported by such group or party shall share with the sponsors or officers issuing same, the responsibility for such claims or allegations.

(b) No untrue statements may be made in political literature, nor shall any conclusions be published which impugn the motives of candidates. The facts from which conclusions are drawn shall be clearly stated so readers can compare and also draw their own conclusions. Any such group or political party shall print a platform or statement of its aims and purposes so the members will know what to expect after the election. All members should realize that scurrilous references, slander or libel react on the reputation of the union. To try to elect the best officers should be the aim of each member of the union.

(c) No political group or party may be financed by other than members of the union and a correct and complete list of donors must be kept by the person or persons designated to accept such donations. Said list of donors shall be made available for checking purposes to any trial committee in case charges are preferred under article v, ITU bylaws, for violation of this section, Acceptance of money or indirect financial help of any kind for political purposes from other than members of the union is prohibited both as to candidates and others acting in their behalf or working for their election. Any individual member financing the issuance of political statements for or against any candidate or candidates is personally responsible therefor to the same extent as would be a group or political party and said individual must file the statement as to receipts and expenditures.

(d) At the conclusion of each and every election each group or political party and each candidate for office in the International Typographical Union shall file with the Secretary-Treasurer of the International Typographical Union a complete statement showing the total amount of money collected (or donated by himself) for political purposes during the preceding two years and a statement showing how the money was spent. Said statements shall be signed by the parties receiving and spending money. This provision shall also apply to any group, political party or individual member expending money to influence the results of a referendum.

SEC. 6. The Secretary-Treasurer shall, as soon as possible after the foregoing provisions have been complied with, prepare and have printed ballots containing the names of all candidates who have qualified: (a) Names shall be arranged according to the number of nominations received. (b) When a tie occurs the name shall be drawn by lot. (c) Each candidate's name by the name and number of the union of which candidate is a member. (d) The ballot shall bear the official

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seal of the International Typographical Union. (e) The ballot shall be so constructed that a voter can with ease designate his or her choice by making cross (X) opposite the names of candidates for whom he or she desires to record his or her vote. (f) The International Secretary-Treasurer shall supply to secretaries of subordinate unions a sufficient number of ballots, free of cost, that all members of each subordinate union shall have opportunity to vote. (g) He shall also have prepared and supply to local secretaries two tally sheets. (h) He shall also have prepared and supply to local secretaries one envelope of proper size to carry the tally sheet, which envelopes shall be addressed to the International Secretary-Treasurer. (i) The return envelope shall have printed thereon in plain type the following words: "This envelope contains only election returns from Typographical or Mailers' Union No. ——." (j) The necessary election supplies provided for herein shall be prepared before April 20 of year in which election of International officials occurs. (k) No ballots shall be used at such election except those issued by the International Secretary-Treasurer in accordance herewith.

SEC. 7. In event of death of any candidate for President, Secretary-Treasurer, First Vice-President, Second Vice-President, or Third Vice-President regularly announced in the December or January issues of The Journal, or in the event of a vacancy because of death of any candidate on the official ballot for the above mentioned offices, such vacancy may be filled by petition of fifty subordinate unions in the case of President, First Vice-President and Secretary-Treasurer, and twenty subordinate unions in the case of Second Vice-President and Third Vice-President; action by local unions to be taken at regular meetings or special meetings called for the purpose; and the Secretary-Treasurer shall be notified immediately as provided in section 3, governing nominations for office, at the union meetings held in February. The notifications from subordinate unions of their nomination of a candidate or candidates by petition under this section must be in the hands of the Secretary-Treasurer not later than 12 M. (noon) the first Wednesday of May preceding the election: Provided, Subordinate unions which appear as endorsers of one candidate eligible to a place on the official ballot shall not be eligible to petition on behalf of another candidate for the same office under the provisions of this section.

ELECTIONS

SEC. 8. Elections shall be held on the third Wednesday in May: Provided, That local unions may by law fix hours during which ballot boxes may be open for the purpose of voting at any time between midnight of the Tuesday preceding the third Wednesday in May and 12 noon the following Thursday. (a) Subordinate unions must provide opportunity for their members to cast their ballots in accordance with the election laws of the International Typographical Union: Provided, That in chapels of 10 or more where a member is to be off Wednesday he may procure his ballot no earlier than Tuesday at 8:00 A. M. and where he is to be off both Tuesday

and Wednesday he may procure his ballot no earlier than Monday at 8:00 A. M. and place it in a sealed envelope containing a chapel seal on it and then personally deposit it in the official ballot box in the presence of a duly elected member of the chapel election board as provided in subsection (e) below; and Provided further, That where a member is to be off Monday, Tuesday and Wednesday he may procure his ballot no earlier than 8:00 A. M. on Friday morning preceding election, said ballot to be cast as hereinbefore provided. (b) Subordinate unions shall establish within their jurisdictions a voting place centrally located and easily accessible to be known as the secretary's chapel and to be in charge of at least three members of the union, elected by the union, to be known as the election board of the subordinate union. Secretaries of subordinate unions shall not distribute official ballots to individual members in advance of the day of election except in the case provided for in subsection (a) above. Ballots shall be delivered only to the election board and to members authorized to receive same where necessary to take the vote in chapels. (c) Members not attached to any chapel shall cast their ballots in the secretary's chapel. Members in chapels of less than ten members may cast their ballots in the secretary's chapel or subordinate unions may regulate by law the method of taking the vote in chapels of less than ten members. (d) Each member entitled to vote shall be provided with a clear unmarked ballot and given full opportunity to privately mark and personally cast same in a sealed box provided by the union for that purpose. (e) In chapels with a membership of ten members or over the vote must be taken in chapels, tabulated by a board of not less than three members of the chapel elected by the chapel. Such board shall make return of the chapel vote, together with all used and unused ballots, to the election board of the subordinate union within twelve hours after the close of the poll, or within such longer period (not to exceed twenty-four hours) as is specified in local laws. Chapel election boards shall post in their respective chapels a duplicate of the return sheet sent to the local election board. (f) Local election boards shall post the total vote received by each candidate in their respective unions in a manner that may be available to all interested members. (g) A copy of the returns made to the Board of Electors shall be preserved in the records of the subordinate union. (h) The accredited representatives of any candidate for an international office shall be admitted to the polls of any subordinate union, either printers or mailers, and shall upon demand be furnished with a copy of the list of voters. They shall be allowed to check the list as the votes are cast, to observe the method and manner of voting and casting the ballots and shall be allowed to be present and observe the counting and tabulating of the votes. Such representatives shall be members in good standing of the International Typographical Union.

SEC. 9. Any subordinate union refusing or neglecting to hold an election as required by this law shall be disciplined as the Executive Council may direct.

SEC. 10. Local unions are instructed that, in canvassing the returns of their members, no votes shall be counted other than those recorded on official ballots furnished by the Secretary-Treasurer of the International Typographical Union.

SEC. 11. No member of a subordinate union shall be allowed to vote for local officers unless his or her card shall have been deposited with the secretary not less than thirty days immediately preceding said election and must be in good standing: Provided, That subordinate unions can require a longer length of membership, not to exceed ninety days, except where a local has been in existence a shorter period.

SEC. 12. All members residing at the Union Printers Home, constituting the Union Printers Home chapel, shall be permitted to vote in all International Union elections and referendums. At the April meeting of the Union Printers Home chapel nominations shall be made for six members to act as an election board, the vote for the said nominees to be taken within two weeks of said nominations: (Provided, however, That should the chapel at any time, or for any reason, fail to act as above provided; or should said chapel at any future date be dissolved or declared nonexistent, the Superintendent shall call a meeting of residents not later than May 1 preceding the International Union election to nominate candidates for such board of elections and set a date for its election.) The member receiving the highest vote shall be chairman of said board and make arrangements with the Superintendent for an adequate central polling place; notify the residents by placing notices on the bulletin boards of the date, time and place for voting of those residents physically able to repair to such central polling place to cast their ballots, and shall appoint three members of such duly elected board to canvass the hospitals and sanatorium to receive and record the votes of those members who, by reason of their illness or affliction, may be confined therein, to the end that no one may be deprived of the privilege of voting. If such confined member, through illness or affliction, is unable to mark his ballot, he may request the assistance of a member of the canvassing board, who shall thereupon read the complete list of candidates for each office, as they appear on the official ballot, and mark the ballot in the presence of another member of the election board according to the express wish of said ill or afflicted member, reading back to the elector the ballot as marked. At the close of the polls the entire board shall count the ballots and make the returns upon the tally sheets furnished by the International Secretary-Treasurer, and forward same in sealed envelopes, furnished for that purpose, to the International Board of Electors by registered mail. All sections of the bylaws governing the holding of any election, not in conflict with the foregoing, are to be followed. Payment for the services of such Home election board shall be made from Home funds, and be fixed by consultation between the Superintendent and chapel chairman, but in no case less than $6 nor more than the maximum scale of Colorado Springs Typographical Union No. 82 per day per member.

(a) Any member entitled to vote in an International Typographical Union election or referendum, who will be absent from the jurisdiction of the subordinate union to which he is attached on the days scheduled for voting, may vote in the secretary's chapel of any subordinate union, or a polling place designated as such by the secretary of that subordinate union, under the following conditions:

(1) The member shall apply to the secretary of his subordinate union who shall furnish (attested by the local president) a certificate of eligibility to vote;

(2) The certificate shall be on a form furnished by the Secretary-Treasurer of the International Typographical Union and shall record the name and register number of the member and such other information as may be required to identify the member as an eligible voter;

(3) Such certificate shall be issued no sooner than 30 days before the day of election or referendum;

(4) A member voting under such certification must cast his ballot in person and deposit it in the official ballot box in the secretary's chapel, he must sign the certificate in the presence of, and must deposit the certificate with, the local election board at the time of voting;

(5) The certificate shall be forwarded to the International Board of Electors with other returns as provided in section 13, article xi, ITU bylaws.

SEC. 13. The president and secretary of each subordinate union shall forward to the International Board of Electors within seventy-two hours a true copy of the vote of the subordinate union, such returns to be made under the official seal of the union. Such returns shall be made upon tally sheets furnished by the International Secretary-Treasurer and be forwarded in envelopes likewise furnished. Nothing other than the return of the vote by the local union shall be enclosed in such envelope.

SEC. 14. Ten days prior to an election, the Secretary-Treasurer shall send to each subordinate union official return sheets in duplicate and an official election return envelope, to be addressed to the "Board of Electors, International Typographical Union, Lock Box —, Colorado Springs, Colorado."

SEC. 15. It shall be the duty of the International President and Secretary-Treasurer to secure, prior to the date of any International election, a postoffice lock box to which the returns shall be mailed. The President and Secretary-Treasurer or their representatives, shall take the returns from the lock box each day and deposit them in a securely locked box at headquarters, making a check sheet of each envelope received.

SEC. 16. The board of electors shall be composed of one representative of each of the two candidates for President and Secretary-Treasurer having received the greatest number of endorsements and the candidate for First Vice-President having received the greatest number of endorsements, such representatives to be certified to the Executive Council.

SEC. 17. It shall be the duty of the board of electors to meet on the tenth day following an International election, organize by electing a chairman and in the presence of the International President and Secretary-Treasurer, open the box containing the election returns from subordinate unions,

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open all returns and notify by wire local unions whose returns have not arrived or in which minor irregularities or discrepancies occur, and begin the canvass of the vote. Upon completion of such canvass, the board of electors shall submit a notarized report to the International President and Secretary.

SEC. 18. The board of electors as constituted by this article shall have custody of the returns during the period of the canvass and may designate the manner in which such returns are to be preserved following completion of the canvass and the period of preservation.

SEC. 19. The board of electors shall not count votes cast by subordinate unions that have not complied with the provisions of section 22, subsection (2) of this article. (a) The vote of unions shall be counted if they are received before the canvass of the vote is completed. (b) The board of electors shall make a distinct announcement of the successful candidates, who shall assume office beginning on the date provided in the constitution, section 3, article v. (c) Any candidate for a place on the Executive Council shall be entitled to have one representative present at all sessions of the board of electors during the time returns are being canvassed and its report formulated.

SEC. 20. The report of the board of electors shall be printed in detail in The Typographical Journal.

SEC. 21. Candidates for President, First Vice-President, Second Vice-President, Third Vice-President and Secretary-Treasurer who receive a majority of all votes cast shall be declared elected. For all other offices candidates who receive a plurality of all votes cast shall be declared elected. In the event no candidate for President, First Vice-President, Second Vice-President, Third Vice-President or Secretary-Treasurer receives the majority necessary to elect on the first ballot, the board of electors shall direct the Secretary-Treasurer to prepare and issue ballots containing the names of the two candidates who receive the largest number of votes and subordinate unions shall hold an election on the fourth Wednesday in June, the election to be conducted in the same manner and the result to be certified in the same way as obtained in the preceding election. When there is a tie vote between candidates for any office other than President, First Vice-President, Second Vice-President, Third Vice-President and Secretary-Treasurer the decision shall be by lot in a manner to be determined by the tied candidates.

VOTERS, QUALIFICATIONS AND RESTRICTIONS

SEC. 22. The qualifications of voters shall be: (1) Possession of a current working card, and freedom from delinquency of any nature to the International or subordinate unions. (2) Membership in a subordinate union which has transmitted to the Secretary-Treasurer of the ITU March dues and assessments on or before May 20. The same method shall prevail for corresponding months preceding other elections or referendums. (3) Members working in localities in which no local union exists, and who are in no way indebted to the International Typographical Union, shall have the same rights as other members on all matters submitted to the referendum. The Secretary-Treasurer shall see that such members are given the opportunity to exercise this right.

SEC. 23. Every member of the International Typographical Union shall be entitled to a vote for all officers, except as otherwise provided.

SEC. 24. Every member of the International Typographical Union in good standing shall be entitled to vote on all propositions submitted to the referendum.

SEC. 25. Subordinate unions have not the right to require that their members shall hold regular situations before they shall be entitled to vote or hold office.

SEC. 26. Any candidate for any office within the gift of the International Union or any subordinate union who shall pay, or offer to pay the dues and assessments of any member of the union for the purpose of making such member eligible to vote, shall be deemed guilty of bribery and shall be punished as the International or local union may direct.

SEC. 27. Members shall be allowed to vote but once at an election of International officials: Provided, That if those charged with the conduct of the election by a subordinate union, or any of them, have reasons to believe that a member has voted under the jurisdiction of a sister union, or any member challenges his right to vote on account of his having exercised that right previously, he shall be permitted to vote on signing the following: "I hereby declare on my honor that I have not voted for International officers at this election, and I make this declaration with a full knowledge of the fact that misrepresentation renders me liable to discipline."

TAMPERING WITH ELECTIONS

SEC. 28. Any member convicted of misrepresenting returns, altering, mutilating or destroying deposited ballots, or voting fraudulently or illegally, or of intimidating others by threats or otherwise interfering with a member in the exercise of his or her right to cast his or her ballot, shall be punished as the local union may determine; in no case shall the penalty be less than a fine of $25 and the member so convicted shall forever be disqualified for either elective or appointive office within the jurisdiction of the International Typographical Union. It is further provided that for the purpose of preserving the purity of elections and integrity of this law the Executive Council, all other laws or parts of laws to the contrary notwithstanding, is empowered to proceed against an alleged offender and mete out punishment as in the opinion of a majority of the Council is just and equitable.

DELEGATES AND ALTERNATES

SEC. 29. No member of a subordinate union shall be eligible to election as delegate or alternate to the International convention unless he or she shall have been a resident member of and in good standing in such subordinate union at least six months immediately preceding the date on which said election is held. Subordinate unions may require that, to qualify for nomination and election, candidates for the office of delegate or alternate must have attended a specified number (not more than a majority) of the regular local union meetings held during the 12-month period immediately preceding the date set by the local union for nomination of delegates and alternates, but this latter qualification shall not apply to the delegate or delegates, alternate or alternates of a union organized within a lesser period than six months or to members employed in union work.

SEC. 30. No member of a subordinate union shall be allowed to vote for delegate to the International Typographical Union convention unless his or her card shall have been deposited with the secretary not less than thirty days immediately preceding said election. Subordinate unions have not the right to extend the period fixed by this section.

SEC. 31. The election of delegates and alternates to the International Typographical Union convention shall be held on the third Wednesday in May preceding the meeting of the convention in accordance with section 8, article xi, subsection (d), bylaws. In case where a tie vote for delegates or alternates is declared another election shall be immediately ordered by the local officers.

SEC. 32. The number of delegates to which a union shall be entitled must be determined by the average membership on which it paid per capita tax during the twelve months immediately preceding the issuance of the call.

SEC. 33. At the same time delegates to the International Typographical Union convention are elected, subordinate unions shall elect the same number of alternates, who in case of death or inability of said delegates to act, shall be entitled to the full power and privileges accorded delegates.

SEC. 34. The delegates chosen to attend the convention of this union shall hold office until the election of their successors and in case of vacancies subordinate unions are authorized to at once proceed to elect a delegate or delegates as successor or successors. Each delegate must be furnished (for presentation to this union) with a certificate of election, duly authenticated by the seal of his subordinate union, according to the following form, viz:

To the International Typographical Union of North America:

WE HEREBY CERTIFY THAT.................., being qualified as required by section 29, article xi, of the International bylaws, was legally elected delegate from this union to the International Typographical Union convention, on the.......

day of.................., 19......, his term of office to begin on the first day of the next convention of the said union to be held at ....

Given under our hands and seal of the................Union No. ...., this.......day of...............A. D., 19....

.................................., President.

(SEAL) ...., Secretary.

..................................Delegate's Signature.

SEC. 35. Return (under seal) of such delegates-elect and alternates must be mailed to the Secretary-Treasurer within forty-eight hours after election: Provided, That unions of over 2,000 members may make return within seventy-two hours after the close of balloting.

SEC. 36. The expense of said delegates to the convention of this union shall be defrayed by the subordinate unions they respectively represent.

SEC. 37. The Secretary-Treasurer, before the meeting of the International convention, shall prepare a roll of the delegates-elect, and place thereon the names of those persons, and such persons only, as shall be shown to have been elected in accordance with the laws of the International Union and of subordinate unions as certified by secretaries of subordinate unions. In cases of contests, the delegate having credentials in proper form shall be seated, but the names of the parties claiming election shall be submitted to the International convention for final decision on the contest or protest. Where unions have not complied with the laws of the International Union the names of delegates from such unions shall also be submitted.

SEC. 38. No delegate shall be entitled to vote in the convention of the International Union whose union has not previously paid over to the proper officers of the International Typographical Union the per capita tax and all indebtedness of his union. No member of a subordinate union shall be eligible to election as delegate whose wearing apparel does not bear at least five union labels.

SEC. 39. Any subordinate union may, by such vote of members present as local bylaws provide (which shall not be less than three-fourths majority), instruct its delegates to a convention of the International Typographical Union at any regular meeting after election of delegates and previous to said convention: Provided, Such instruction has been presented in writing and read at a previous meeting.

ARTICLE XII—FISCAL YEAR

SECTION 1. The fiscal year of this union shall commence on the twenty-first day of May, and end on the twentieth day of May in each year.

ARTICLE XIII—FUNDS AND REVENUE

SECTION 1. The Executive Council shall secure the funds of the International Typographical Union in excess of monthly requirements or emergency needs by validly sound investment of such surplus reserves, said investments to be made by the President and Secretary-Treasurer under the order of and with the approval of the Executive Council. Investments shall be limited to purchase of United States bonds and such other lawful investments as are approved for securing insurance company reserve funds under the statutes of the State of Indiana.

SEC. 2. The moneys of this union used for defensive purposes shall be drawn on only for the following objects: For the sustaining of legal strikes or lockouts of subordinate or

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affiliated unions; for the payment of expenses of officers or representatives of this union when engaged in the settlement of disputes or the formation of new unions, and for such other purposes, relating strictly to the business of this International Union, as the Executive Council may deem wise or necessary.

SEC. 3. Whenever a union which has complied with all laws shall have within its jurisdiction a lockout, strike or other trouble of like nature, it shall be entitled to such assistance as the Executive Council shall deem necessary, or as shall be directed by the International Union laws to meet such cases.

ARTICLE XIV—HONORABLE WITHDRAWAL CARDS

SECTION 1. Members in good standing who cease to work at the business shall be entitled to the withdrawal card issued by this union, which exempts them from the payment of all dues, and deprives them of all offices and benefits whatsoever. Application for withdrawal cards will be granted or denied by vote of the local union of which applicant is a member. An honorable withdrawal card shall not be issued unless applicant shall have been fully informed in writing by an officer of the local union as to any rights he may have under section 6, article IX, and section 1, article XX, bylaws.

SEC. 2. The withdrawal card shall contain on its obverse side the following words:

INTERNATIONAL TYPOGRAPHICAL UNION

...., 19......

THIS CERTIFIES THAT ...., the holder hereof, was at this day and date a member in good standing of the International Typographical Union, and at his request is granted this Honorable Withdrawal Card, which exempts him from all dues or taxes whatsoever, and acquits him of all rights to benefits of any kind whatsoever in said organization; and he is required to deposit same with the proper officer before again accepting work at the printing trade, and he promises not to violate any trade requirement of the said International Typographical Union, or its subordinate bodies while holding this card.

The holder of this withdrawal card understands that it terminates his membership, and that his continuous membership in the International Typographical Union will date from the time of its deposit in and acceptance by a subordinate union.

The holder of this card may, at his option, at any time within sixteen (16) months from the date hereon, deposit this card and retain continuous membership in the International Typographical Union by payment of all accumulated dues and assessments due the subordinate union issuing this card and the International Typographical Union.

Witness our hands and seal of...............................Union

No. ...., the day and year first above written.

...., President.

...., Secretary.

...., Applicant.

Countersigned..., Sec.-Treas., ITU

The reverse of the card shall contain the following, which must be subscribed to when the holder deposits same for the purpose of resuming active membership:

I hereby affirm, on my honor, that since receiving this card I have not been employed on work over which the International Typographical Union claims jurisdiction; that I have not worked at another trade or calling of which there is a regularly organized union without becoming a member of the union of the latter trade, and abiding by its regulations, so far as they are consistent with the laws of the International Typographical Union; that I have not performed any work detrimental to the interests of the International Typographical Union, or any union subordinate thereto; that I have not been guilty of violating any regulation of the International Typographical Union, or any union subordinate thereto; and this declaration is made with full knowledge that any willful misrepresentation renders me liable to discipline.

....Signature.

SEC. 3. Immediately on returning to work at the business, the holder of a withdrawal card shall deposit the same with a subordinate union of the International Typographical Union, subject to the approval of the authorities issuing it, and if on such deposit it shall be found he has violated no laws or rules of the International Typographical Union, he shall be placed on the active list. Withdrawal cards shall not be accepted in a jurisdiction where there is a ban on traveling cards except in locals where said withdrawal card has been issued. A fee of $10.00 shall be charged the member depositing the withdrawal card who does not take advantage of retaining continuous membership, said monies to be credited to the ITU General Fund.

SEC. 4. A member performing any work over which the ITU has jurisdiction may not be issued an honorable withdrawal card.

SEC. 5. When the holder of an honorable withdrawal card loses the same he can only receive a duplicate thereof by applying to the Secretary-Treasurer of the International Typographical Union, who shall issue such duplicate on the payment of $1 after sufficient time has elapsed for an investigation to be made. Duplicates shall be furnished from a series separate from the regular honorable withdrawal cards and have printed thereon the words "Duplicate Card." No duplicate for a lost honorable withdrawal card shall be issued except with the consent of the union issuing the original card.

ARTICLE XV—IMPEACHMENT

SECTION 1. In the event of the suspension from his official position of any elected international officer, by the President or his impeachment by the Executive Council, the officer so suspended or impeached shall be furnished with a detailed statement of the reason for such action. A trial board composed of the presidents of the five subordinate unions which have paid per capita upon the largest number of members during the fiscal year preceding such suspension or impeachment shall be directed to proceed to the headquarters city and shall constitute a trial hoard to try such officer upon the charges presented. The decision of said trial board shall be rendered within thirty days from date of suspension or impeachment and shall be the decision of this International Union, subject to appeal to the convention next following.

SEC. 2. Any member of the Union Printers Home corporation may be impeached for ineligibility or for the commission of an indictable offense, or for violation or willful disregard of his duties of membership. When charges, based upon any one or more of the above enumerated grounds, have been made to the Executive Council against any member of the corporation, and, after trial, have been proven, the Executive Council shall thereupon enter an order of impeachment, which shall be deemed an order of the International Typographical Union, and the Executive Council shall forthwith thereafter certify such order to the Secretary of the Union Printers Home corporation, who shall take such steps as may be proper under the bylaws of that corporation to procure the resignation of the member so impeached; but if the member so impeached shall, upon being so requested, fail or refuse to resign, the Secretary shall thereupon take such further action in the premises as may be proper under the bylaws of that corporation to enforce the expulsion of the member so impeached. A certificate of impeachment from the Executive Council shall be conclusive upon the person named therein as to his ineligibility to membership in the corporation: Provided, Nothing herein contained shall restrict the right or power of the corporation of the Union Printers Home to expel any member, on proper procedure, without the intervention of the Executive Council.

ARTICLE XVI—JURISDICTION

SECTION 1. The jurisdiction of subordinate unions chartered by the International Typographical Union of North America shall cover only the corporate limits of the city or town named in the charter. A subordinate union may receive applications for membership from qualified applicants located within a reasonable distance in unorganized territory.

SEC. 2. The Executive Council of the International Typographical Union shall have power to extend the jurisdiction of subordinate unions to adjoining cities and towns where no union exists, and which are not included in the corporate limits of the petitioning union, for the purpose of enforcing the laws of the International and subordinate unions or to include establishments which move from one jurisdiction to another or to unorganized territory: Provided, That the petitioning union makes satisfactory showing of its ability to properly supervise the additional territory.

SEC. 3. A subordinate union may be empowered by the Executive Council to declare jurisdiction over ships printers, or other journeymen servicing printing and mailing equipment or machinery where granting such jurisdiction will benefit the International Union. All such journeymen shall receive a scale and shall work under rules consistent with the work being performed. This jurisdiction shall be over those ships using as their home port the city in which said

subordinate union holds jurisdiction, and over those establishments with home offices in the jurisdiction employing such technicians and servicemen. Said subordinate union shall specify the work to be performed and other than ship printers the work to be performed must be limited to factory and manufacturing installations and servicing of such equipment and machinery.

SEC. 4. A subordinate union has no control over men regularly enlisted in the army or navy of the United States or the Dominion of Canada who may be detailed in the signal service to work at the business at military headquarters or posts.

SEC. 5. Where a member of a local union under the jurisdiction of the International Union works at another trade or calling of which there is a regularly organized union, such member shall be required to join the union of the latter trade or calling, and abide by its regulations, so far as they are consistent with the laws of the International Union.

SEC. 6. When the International officers believe it will be to the interest of the organization, they shall advertise any unfair publication in such paper or papers as reach those who can be influenced to aid in making it fair.

SEC. 7. All classes of mailing, regardless of whether done by hand or power, are part of the mailing trade, and are under the jurisdiction of the International Typographical Union.

SEC. 8. Any method or process that substitutes or replaces traditional composing room or mailing room work, regardless of the material or equipment used, is under the jurisdiction of the International Typographical Union.

SEC. 9. Subordinate unions are directed to keep alert to the fact that in relinquishing jurisdiction over newspaper writers the International Typographical Union did not relinquish such jurisdiction over labor publications. The A. F. of L. was notified: "It will be noted that the only jurisdiction surrendered by the above is that over newspaper writers, this term being understood to mean only writers who gather news for newspapers of general circulation in the community in which published."

ARTICLE XVII—LABELS

SECTION 1. Local unions, acting as agents for the International Typographical Union, shall loan labels for use or cause the same to be used in such offices and by such employing printers as fully comply with the rules and regulations of the International Typographical Union and said local unions, and also sign a label contract. The Executive Council of the International Typographical Union shall have the typographical union label withdrawn from all printing establishments employing members of antagonistic organizations.

SEC. 2. The typographical label shall be supplied to local unions by the Secretary-Treasurer of the International Typographical Union in such form as may be deemed expedient or matrices may be purchased through said Secretary-Treasurer, the cost thereof to be paid by the local union, but the

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matrices to remain the property of the International Typographical Union and to be surrendered by the local union on order of the International Executive Council.

SEC. 3. The label shall be used only under contracts providing for an hourly rate of at least $2.00 per hour and requiring members to work no more than a five-day, forty-hour week.

SEC. 4 Any office that opposes organization activities by the International Typographical Union and/or local unions of employes performing work coming under jurisdiction of the International Typographical Union shall not be permitted use of the typographical label.

SEC. 5. The labels owned and furnished by the International Typographical Union, and described in its constitution, shall be transmitted to local unions on receipt by the Secretary-Treasurer of this union of a sum of money not exceeding 10 per cent above the actual cost of production and distribution of said labels. Local unions shall have the right to say whether labels ordered by them shall be machine cast or electrotyped. Said labels shall remain the property of the International Typographical Union. No local union shall be permitted to grant the label to offices outside the corporate limits of the city or town named in its charter, without first securing an extension of jurisdiction from the Executive Council. Where a local union has been authorized by the Executive Council to extend its jurisdiction to include other cities or towns it may, with approval of the Executive Council, secure typographical labels with the name of each of such incorporated cities or towns for exclusive use by printing establishments in the city or town for which such labels are secured to be used under the conditions established for the use of the label by the particular local union having jurisdiction, and in accordance with the laws of the International Union governing the use of the Typographical Union label.

SEC. 6. In cities where an organization of mailers exists, or in localities where mailers' organizations have jurisdiction, it is imperatively ordered that no typographical label shall be issued without consultation with the mailers' local having jurisdiction over that locality. Typographical unions shall notify in writing the nearest mailers' local when organizational work is undertaken in shops where mailing work is also performed.

SEC. 7. Subordinate unions shall not allow the typographical label to be used upon any work where the composition is performed by any person who is not an active member of the International Typographical Union. In offices where the proprietor, or proprietors, performs composing room work the label shall not be used unless at least one journeyman member aside from the proprietor is employed at the scale and under union rules and regulations on work that bears the label. In localities where the Typographical Union label is used it shall be the duty of typographical unions to exert every effort to organize mailers.

SEC. 8. In jurisdictions where a charter has been revoked and the Executive Council believes it to be to the best interests of members not directly responsible for the local conditions which caused the loss of the charter, it shall be optional as to whether or not the Council shall permit the continued use of the union label by specific shops which satisfy the Executive Council as to the continuance and maintenance of union standards in such shops. Under such circumstances the use of the label in the area shall be under whatever regulations are determined by the Executive Council to be necessary for the protection of the membership.

SEC. 9. The label shall not be placed on work sub-contracted by label offices from non-label offices.

SEC. 10. Where the label is used, the label license number of, or the imprint of the firm actually doing the work, and not that of the concern for which the work is done, must be used.

SEC. 11. Subordinate unions are hereby instructed to bring before their respective legislatures a law protecting union labels, if such protection is not already available.

SEC. 12. In localities where a local Allied Printing Trades Council has been formed, Typographical and Mailer unions shall, in good faith, advance the use of the Allied label: Provided, That where other unions have issued any union label other than the Allied label to the detriment of Typographical or Mailers unions, the Executive Council of the International Typographical Union may authorize use of the Typographical Union label; and provided further, That where local Allied Printing Trades Councils fail to function properly or legally the use of the Typographical label may be so authorized. In localities where the offset lithographic process is being used the Executive Council may authorize the use of the Typographical Union label to protect the jurisdiction and interests of the International Typographical Union.

ARTICLE XVIII—MEMBERSHIP

APPLICANTS—NEW

SECTION 1. No union shall admit as a member any person who comes from a place where a union existed at the time of his leaving, unless he can produce a duly attested traveling card from said union: Provided, That any applicant for membership may be admitted if no objection is raised after the union from whose jurisdiction the applicant comes has been communicated with, and after publication of the application in The Typographical Journal as required by law. Any subordinate union violating this law, shall be liable to a fine of $25.

SEC. 2. All applications for membership shall be filed in duplicate on forms provided by the Secretary-Treasurer of the International Typographical Union. Secretaries of subordinate unions are required to furnish the Secretary-Treasurer one copy of each application. Local unions shall require applicants to furnish adequate evidence of the date of birth. The names of all applicants for admission who have been known to or are suspected of having worked under the jurisdiction of a sister union or about whose antecedents there is the least doubt, shall be published in The Typographical Journal, and no such applicant shall be received into membership until twenty-six days after the date of such publication. The requirements of publication in The Typographical Journal shall not be operative during the progress of a strike, or during the life of amnesty declared in accordance with the requirements of the laws of this union.

Sec. 3. (a) No person shall be admitted to journeyman membership in a subordinate union who has less than six years experience at the trade or through completion of an apprenticeship, except that upon request of a subordinate union an applicant who has established competency and has met the educational requirements of the ITU Bureau of Education may, with the consent of the President of the International Typographical Union, be admitted as otherwise herein provided. All applicants for membership shall be required to pass a final test as prescribed by the International Typographical Union Bureau of Education as to competency before admission. Should applicant fail to pass such examination satisfactorily he shall be required by local union to complete the International Typographical Union Course of Lessons in Printing together with such other trade training as the ITU Bureau of Education may require. The foregoing applies to applicants trained in the craft specified in section 1, article i, constitution, as "printer." (b) All applicants for membership shall be required to subscribe to and study the ITU Lessons in Trade Unionism. (c) The examination blanks and the outline of the competency test shall be furnished to subordinate unions upon request by the Bureau of Education of the International Typographical Union. (d) Where the International Typographical Union takes jurisdiction over work of "other skilled employes" as provided in section 1, article i, of the constitution, their degree of competency and fitness for membership shall be determined by the ITU Bureau of Education and the additional training, if any, required to establish full competency and fitness shall be determined by the Executive Council of the International Typographical Union. (e) Mailer applicants who have not completed a regular apprenticeship may be admitted to membership upon approval by the local union when the applicant is to be employed on journeyman work at the journeyman scale under circumstances deemed an emergency by the local union. Publication of the names of applicants under the provisions of section 2 of this article is not required. (f) Mailer apprentices with less than four years' actual experience at the trade (exclusive of upgrading) cannot be transferred to the journeyman roll without requesting cancellation of regular apprenticeship and permission of the International President to exercise section 3 (e), article xviii, bylaws, stating reason for the request.

Sec. 4. When an applicant is elected to membership in a subordinate union, and leaves the jurisdiction of said union before being obligated, the obligation may be administered by any other subordinate union upon presentation of properly certified credentials providing the obligating union will

accept the responsibility of examining the applicant on the Trade Unionism Unit of the Lessons in Printing and, after satisfactorily passing such an examination will submit certification to that effect to the Bureau of Education as provided for in section 3, article xviii, bylaws. The secretary of the union obligating the applicant shall notify the secretary of the union electing, and he shall then remit the registration fee to the Secretary-Treasurer of the International Typographical Union in regular form and issue a traveling card to the person so obligated.

Sec. 5. Where there is not a sufficient number of applicants employed to secure a charter, those applicants may file their applications with a nearby union of their craft in the manner provided in section 2 of this article. In jurisdictions where only local typographical unions are established, mailer applicants may submit their applications through the local typographical union. In such instances applicants, with regard to competency and fitness for membership, shall be given tests and passed upon by the ITU Bureau of Education in the manner prescribed in section 3, article xviii, ITU bylaws, for "other skilled employes" and may retain membership in such local typographical union until such a time as a local union of their particular craft is organized: Provided, Where an organization campaign is being conducted by the International Union, the International registration fee may be waived by the Executive Council in instances where competent applicants in sufficient number to issue a charter make application for membership: Provided, further, Nothing in this section shall be construed as denying the right of a member to work in unorganized territory and pay his dues and assessments directly to the International Secretary-Treasurer.

Sec. 6. Persons eligible for membership who are located in a state or province where restrictive laws prevent local unions from accepting applications for membership may, with the approval of the Executive Council, apply directly to the International Typographical Union for membership, paying such initiation fee as may be required in addition to the registration fees provided in section 11, article xviii, bylaws. Such application for membership shall be approved or disapproved by the Executive Council, after the provisions of sections 2 and 3, article xviii, have been followed so far as they may apply, and after local unions from whose jurisdiction such applications may come have waived objection to admission. Applicants admitted by the Executive Council under this section shall receive traveling cards from the International Typographical Union and shall thereafter be governed by all laws relating to traveling cards.

Sec. 7. For the purpose of effecting more complete organization of the industry, a subordinate union may issue a provisional membership in the local union to such applicants as are eligible to membership in the International Typographical Union. Provisional members shall pay such local dues as are set by the local union for such members and the local union shall provide them with monthly copies of The Typographical Journal. Provisional membership may be granted

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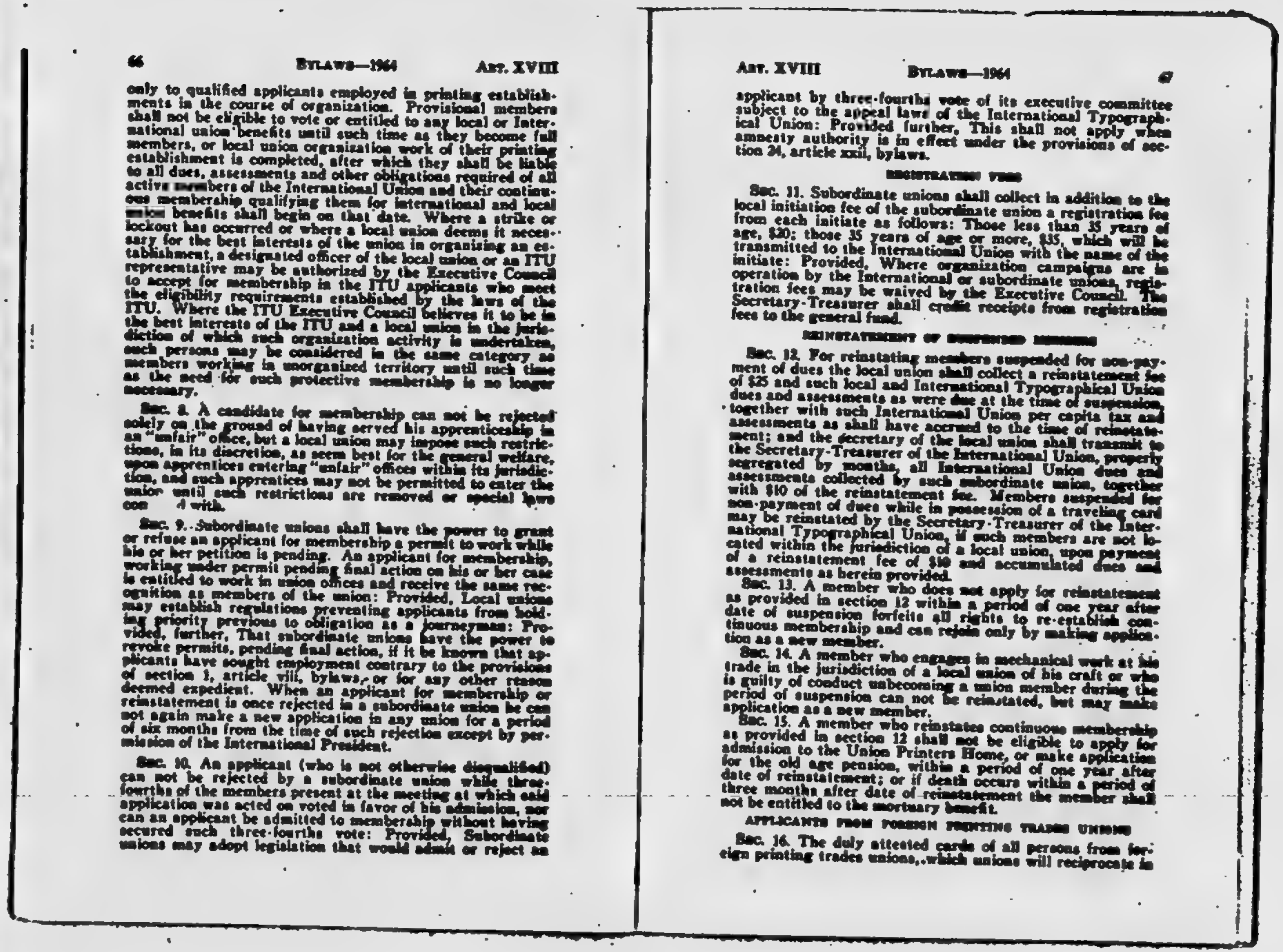

only to qualified applicants employed in printing establishments in the course of organization. Provisional members shall not be eligible to vote or entitled to any local or International union benefits until such time as they become full members, or local union organization work of their printing establishment is completed, after which they shall be liable to all dues, assessments and other obligations required of all active members of the International Union and their continuous membership qualifying them for international and local union benefits shall begin on that date. Where a strike or lockout has occurred or where a local union deems it necessary for the best interests of the union in organizing an establishment, a designated officer of the local union or an ITU representative may be authorized by the Executive Council to accept for membership in the ITU applicants who meet the eligibility requirements established by the laws of the ITU. Where the ITU Executive Council believes it to be in the best interests of the ITU and a local union in the jurisdiction of which such organization activity is undertaken, such persons may be considered in the same category as members working in unorganized territory until such time as the need for such protective membership is no longer necessary.

SEC. 8. A candidate for membership can not be rejected solely on the ground of having served his apprenticeship in an "unfair" office, but a local union may impose such restrictions, in its discretion, as seem best for the general welfare, upon apprentices entering "unfair" offices within its jurisdiction, and such apprentices may not be permitted to enter the union until such restrictions are removed or special laws con[illegible]d with.

SEC. 9. Subordinate unions shall have the power to grant or refuse an applicant for membership a permit to work while his or her petition is pending. An applicant for membership, working under permit pending final action on his or her case is entitled to work in union offices and receive the same recognition as members of the union: Provided, Local unions may establish regulations preventing applicants from holding priority previous to obligation as a journeyman: Provided, further, That subordinate unions have the power to revoke permits, pending final action, if it be known that applicants have sought employment contrary to the provisions of section 1, article viii, bylaws, or for any other reason deemed expedient. When an applicant for membership or reinstatement is once rejected in a subordinate union he can not again make a new application in any union for a period of six months from the time of such rejection except by permission of the International President.

SEC. 10. An applicant (who is not otherwise disqualified) can not be rejected by a subordinate union while three-fourths of the members present at the meeting at which said application was acted on voted in favor of his admission, nor can an applicant be admitted to membership without having secured such three-fourths vote: Provided, Subordinate unions may adopt legislation that would admit or reject an

applicant by three-fourths vote of its executive committee subject to the appeal laws of the International Typographical Union: Provided further, This shall not apply when amnesty authority is in effect under the provisions of section 24, article xxii, bylaws.

REGISTRATION FEES

SEC. 11. Subordinate unions shall collect in addition to the local initiation fee of the subordinate union a registration fee from each initiate as follows: Those less than 35 years of age, $20; those 35 years of age or more, $35, which will be transmitted to the International Union with the name of the initiate: Provided, Where organization campaigns are in operation by the International or subordinate unions, registration fees may be waived by the Executive Council. The Secretary-Treasurer shall credit receipts from registration fees to the general fund.

REINSTATEMENT OF SUSPENDED MEMBERS

SEC. 12. For reinstating members suspended for non-payment of dues the local union shall collect a reinstatement fee of $25 and such local and International Typographical Union dues and assessments as were due at the time of suspension, together with such International Union per capita tax and assessments as shall have accrued to the time of reinstatement; and the secretary of the local union shall transmit to the Secretary-Treasurer of the International Union, properly segregated by months, all International Union dues and assessments collected by such subordinate union, together with $10 of the reinstatement fee. Members suspended for non-payment of dues while in possession of a traveling card may be reinstated by the Secretary-Treasurer of the International Typographical Union, if such members are not located within the jurisdiction of a local union, upon payment of a reinstatement fee of $10 and accumulated dues and assessments as herein provided.

SEC. 13. A member who does not apply for reinstatement as provided in section 12 within a period of one year after date of suspension forfeits all rights to re-establish continuous membership and can rejoin only by making application as a new member.

SEC. 14. A member who engages in mechanical work at his trade in the jurisdiction of a local union of his craft or who is guilty of conduct unbecoming a union member during the period of suspension can not be reinstated, but may make application as a new member.

SEC. 15. A member who reinstates continuous membership as provided in section 12 shall not be eligible to apply for admission to the Union Printers Home, or make application for the old age pension, within a period of one year after date of reinstatement; or if death occurs within a period of three months after date of reinstatement the member shall not be entitled to the mortuary benefit.

APPLICANTS FROM FOREIGN PRINTING TRADES UNIONS

SEC. 16. The duly attested cards of all persons from foreign printing trades unions, which unions will reciprocate in kind, shall be received by subordinate unions and their holders, if qualified and competent, admitted to membership on payment of the International Typographical Union registration fee. To qualify, the holder must show proof of six years' trade experience. He will be required to purchase and study the ITU Lessons in Unionism: Provided, That recipient unions may require that holders must pass language and competency tests before admission.

ARTICLE XIX—MEMORIAL DAY

SECTION 1. The last Sunday in the month of May of each year shall be known as Typographical Union Memorial Day. Subordinate unions are urged to observe the same with suitable ceremonies and to decorate the graves of all departed union printers and mailers or members of the allied crafts and to hold such other services as may be appropriate to the occasion.

ARTICLE XX—OLD AGE PENSION AND MORTUARY BENEFIT

OLD AGE PENSION

SECTION 1. Any member of the International Typographical Union who has reached the age of 60 years and having a continuous membership of twenty-five years immediately antedating the time of application and who is unable to continue in or secure sustaining employment because of age or disability may receive the sum of $22 per week.

SEC. 2. Any member having a continuous membership of 20 years immediately antedating time of application, and who has not reached the age of 60 years, may, upon submission of full and sufficient proof of total and permanent incapacitation, receive the sum of $22 per week subject to the provisions hereinafter set forth, except that the provisions of section 4 of this article shall not be construed as being applicable to members who have been determined to be totally and permanently incapacitated for the purposes outlined above.

SEC. 3. Pensioners may engage in a pursuit inside or outside the trade, but shall not be eligible for the pension in any four-week pension period that money received as wages shall exceed the sum equivalent to eight shifts' pay at the scale of the union with which pensioner is affiliated, or in any five-week pension period that money received as wages shall exceed the sum equivalent to ten shifts' pay at the scale of the union with which pensioner is affiliated: Provided, That the regulation of the working privilege to pensioners be relegated to subordinate unions.

SEC. 4. Applications for pensions shall be made on blank forms prepared and furnished from International headquarters, which shall require answers to all questions, and the setting forth in full of all facts required to establish the right of applicant to the benefits of the pension. Such blank shall also include a form of certificate that the application has been read in full at a regular meeting of the local union or the executive committee of the local union of which the applicant is a member, and has been approved by a majority vote of those in attendance upon such meeting or by the executive committee of the local union. Said application shall be published in The Typographical Journal and should no objection be made within thirty days from the date of said publication, the member shall then be placed on the pension roll and payment of benefits start from date of approval by the local union or the executive committee of the local union on the application. Should objection be raised, the case shall be investigated by the Executive Council and the council shall act thereon in such manner as in its judgment seems proper.

SEC. 5. Members resident of the Union Printers Home shall be eligible to make application for the pension while so residing at that institution and shall be permitted to remain in the Home pending decision on application if he or she so elects. If application is acted upon favorably, applicant shall vacate the Home not less than one week previous to the issuance of his first pension check; if applicant is rejected applicant shall continue as a Home resident if he so desires.

SEC. 6. A member who was on pension roll when entering Home, upon vacating, shall again be placed on roll by International Secretary-Treasurer, and member's local union notified of such action, and eligibility to receive pension shall begin on the Monday following his departure from the Home.

SEC. 7. Secretaries of subordinate unions shall forward on the last Saturday of each calendar month to the International Secretary-Treasurer a true and correct list of members on the pension roll showing the amount due each pensioner. On receipt of such list the International Secretary-Treasurer shall transmit the amount due to the local secretary for distribution.

SEC. 8. Any beneficiary who has knowingly testified falsely concerning his or her qualifications as a worthy applicant for said pension shall be debarred from receiving pension for such time as the Executive Council may deem fit.

SEC. 9. The Executive Council shall have the power at all times to review any pension case, and if in its opinion circumstances warrant it the beneficiary may be debarred from further participation in the pension fund. In any case where payment of the full International Typographical Union pension to a pensioner would deprive him of a pension or similar benefits from other sources, the Executive Council shall have power to authorize payment of a smaller International Typographical Union pension.

SEC. 10. In order to meet exigencies that may arise, the Executive Council is authorized and empowered to make such changes in administering the old age pension fund as it may deem wise.

MORTUARY BENEFITS

SEC. 11. Mortuary claims shall be allowed the beneficiary of any deceased member in good standing under the following terms and conditions: It is expressly provided that the beneficiary of any member shall be entitled to the mortuary benefit should death occur within the thirty-day period immediately following the expiration date of a current working card. (See section 1, article ix, and section 2, article xxiii, bylaws.)

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SEC. 12. Each and every member of the International Union shall be required to designate a beneficiary to whom his or her mortuary benefit is to be paid in event of death. Such designation shall be made upon his or her application for membership, or upon a blank provided by the International Secretary-Treasurer for the purpose. The mortuary benefit of a member who is on the old age pension roll or a resident of the Union Printers Home at time of death shall be disbursed as provided in section 17, and no beneficiary may be designated other than as provided in that section. Any member may change his or her beneficiary at any time by notifying the International Secretary-Treasurer and filling out the proper form, except that pensioners and Home residents shall be restricted in the choice of beneficiary or beneficiaries to the relatives listed in section 17.

SEC. 13. The mortuary benefit is primarily intended to guarantee proper burial for the member and other considerations are secondary to this end. The local union shall determine what constitutes a proper burial in cases where the deceased member is indebted to the local union for assistance provided or guaranteed before death during and pertaining to his last illness; or for dues and assessments the local union has been compelled to pay in his behalf as provided in section 8, article ix, bylaws, and in such cases the excess over burial expenses shall be paid to the local union to the extent of such indebtedness before any amount shall be paid to a designated beneficiary.

It is specifically provided that the mortuary benefit is not to be used as security for personal loans by the local union or others to members. Dues and assessments paid by a local union on behalf of a pensioner or resident of the Home are not deductible from the mortuary benefit.

Sums paid by the local union for transportation to the Home or as refund transportation from the Home or subsequent Home transportations which the member can not pay himself may be charged as indebtedness to the local union within the meaning of this section.

Where a member has made no specific arrangements for funeral expenses to be paid from another source the International Typographical Union mortuary benefit shall be available for that purpose except as herein otherwise provided. Where the Secretary-Treasurer of the International Union has documentary information that a member has made specific arrangements for funeral expenses to be paid from another source indebtedness to the local union as above provided shall first be paid and upon presentation of receipted bills for funeral expenses the balance shall be paid to the designated beneficiary. Where (without specific arrangement) funeral expenses have been paid from insurance or other fraternal benefits, the designated beneficiary shall receive such mortuary benefit as may be payable.

SEC. 14. If no beneficiary be named or if the designated beneficiary resides at a point where he or she can not take charge of the funeral then the International Typographical Union shall defray the expenses of the funeral out of the amount owing upon the mortuary benefit of the deceased member not to exceed the amount available from such benefit.

SEC. 15. On the death of a member in good standing the president and secretary of the subordinate union shall immediately notify the Secretary-Treasurer of the International Typographical Union on a form provided for that purpose, accompanying such notice with the last working card or traveling card of the deceased member. The application for mortuary benefit form shall contain an itemized statement of all sums due the local union for which it claims payment, the amount to be paid the beneficiary and (where funeral expenses are to be paid from the benefit) shall be accompanied by the itemized bill for funeral expenses of the deceased. In the event that the designated beneficiary shall have paid the funeral expenses the balance of the benefit due the beneficiary shall be specified on the form.

SEC. 16. If there be no indebtedness to the local union nor any notice properly filed as to the payment of funeral expenses from another source, or if funeral expenses have not been paid from another source, the beneficiary is hereby charged with the responsibility for payment of burial expenses and unless the beneficiary submits a receipt showing payment of funeral expenses the local union shall forward the bill for such expenses for payment. The balance of the benefit may then be paid to the beneficiary. Should the designated beneficiary be other than the person in whom the right of burial rests, funeral expenses in the amount determined and guaranteed by the local union shall be paid and the residue of the benefit paid to the designated beneficiary. (Refer to section 13 for cases where deceased was indebted to local union.)

SEC. 17. Where a deceased member is on the old age pension roll or a resident of the Union Printers Home at time of death and has not designated one or more of the persons specified in paragraph (c) below, Union Printers Home or a local union as his beneficiary or beneficiaries;

—or where a deceased member has not designated a beneficiary;

—or in the event the beneficiary designated shall have died before the mortuary benefit check is cashed;

—or if the deceased member has designated his wife as beneficiary and, after such designation, she ceased to be his wife;

—then, or in any of these events, the mortuary benefit shall be disbursed as follows:

(a) First, payment of funeral expenses guaranteed by local union, the superintendent of the Union Printers Home or the Secretary-Treasurer of the International Typographical Union.

(b) Second, to reimburse his local union as provided in section 13 of this article.

(c) Third, to the living wife (husband) of the member; but in the event there is no wife (husband) living then to be disbursed for the benefit of the living children in equal amounts. In the event there are no children then to the surviving father and mother or either of them surviving alone. If no wife (husband), child or children, father or mother survive, then to surviving brothers and sisters in equal shares. Payments due minor children may be paid to a legally appointed guardian, or if none has been appointed, payment may be made to the president and secretary-treasurer of the local union to be expended by them on behalf of such minor or minors.

(d) Fourth, in the event there are no surviving wife or husband; children, mother or father; sisters or brothers, then the balance remaining shall revert to the mortuary fund.

SEC. 18. Only the local union of which the deceased was a member at time of death (or the local union having charge of the funeral of a member on traveling card) shall have the right to file claims for reimbursement as provided in section 13 hereof. Where the deceased is to be buried in a place other than where death occurs the local union with which deceased's card is on deposit shall make all arrangements and report fully on mortuary benefit application blank to the Secretary-Treasurer of the International Union. Payment of mortuary benefits shall only be made on receipt of mortuary benefit application blanks fully made out by the local officers. Where the beneficiary of a deceased member died before mortuary benefit check is cashed the local union may handle joint funeral expenses the same as though they were of the deceased only.

SEC. 19. It is specifically provided that in the interpretation and application of these mortuary benefit laws the International Typographical Union shall be the sole and final authority.

SEC. 20. In case of the decease of a member holding a traveling card, the mortuary benefit shall be paid through the local union in or near whose jurisdiction death occurred or in or near whose jurisdiction burial takes place, as may be decided by the International Secretary-Treasurer. In cases where there is no nearby local union, the International Secretary-Treasurer is authorized to disburse the benefit in accordance with the Mortuary Laws.

SEC. 21. In the event the beneficiary or beneficiaries of a deceased member can not be located within thirty days after notice of death the International Secretary-Treasurer shall insert in the next three issues of the official Journal a notice requesting information about such beneficiary or beneficiaries. If after six months from the date of first such publication no claim is received from the said beneficiary or beneficiaries, then the mortuary benefit payable to such beneficiary or beneficiaries shall revert to the mortuary fund.

ARTICLE XXI—STRIKES, LOCKOUTS AND DEFENSES

SECTION 1. In the event of a disagreement between a subordinate union and an employer, which, in the opinion of the local union, may result in a strike, such union shall notify the President, who shall in person or by proxy investigate the cause of the disagreement and endeavor to adjust the

difficulty. If his efforts should prove futile, he shall notify the Executive Council of all the circumstances, and if a majority of said Council shall decide that a strike is necessary, such union may be authorized to order a strike.

SEC. 2. When a strike has been authorized by the Executive Council, a vote by referendum may be ordered, or the president of the subordinate union shall, within a time fixed by the Executive Council, call a meeting of said union (of which all members shall be constitutionally notified) to take action thereon. All members in good standing and who have been members of said union for the preceding six months, except those classified as proprietor or not-at-the-trade for dues payment purposes, shall be deemed eligible to vote upon the questions pertaining to the inauguration and for settlement of strikes or lockouts. Should a majority of such members present decide by secret ballot in favor of a strike the president of the subordinate union shall immediately notify the Executive Council that a strike has been inaugurated and give all available information including number of members involved.

SEC. 3. Whenever a strike occurs without the sanction of the Executive Council, the council must immediately disavow the illegal strike and notify all subordinate unions to that effect. Protection shall be guaranteed to all members who remain at, accept or return to work in offices affected by the illegal strike, as specified in section 8. Any officer or member of a union who shall suppress or conceal from his union or the Executive Council any official information concerning a strike, or a proposed strike, shall upon conviction by the local union be suspended or expelled.

SEC. 4. A strike or lockout of any branch or craft of the International Union, authorized by the Executive Council thereof, shall apply alike to each and every union, craft and individual working under said jurisdiction in the office or concern involved. Should a majority of said union fail to support a proposition to strike, the aggrieved union may take an appeal to the Executive Council, and, if after being furnished with statements from all parties concerned, a majority of the members of that body believe the inauguration of a strike necessary, the President shall in person, or by proxy, again attempt to effect a settlement with employers, and if unsuccessful, shall, through the officers of the various unions, order a general strike of all members of the International Typographical Union employed by the firm or firms interested, and those disregarding this order shall be forthwith expelled.

SEC. 5. In case of impending trouble involving allied crafts, the Executive Council shall call into consultation the president or presidents of unions of such crafts.

SEC. 6. A strike or lockout of any union may be declared ended by a majority vote of the union, in case of a strike or lockout where more than one craft or union affiliated with the ITU is involved, settlement shall be made by a majority vote of each craft or union involved. In making settlement

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all crafts or unions involved shall be parties thereto, as provided by ITU laws.

SEC. 7. It is imperatively ordered that no strike or lockout shall be deemed legal, or money expended from defense funds on that account, unless the strike or lockout shall have been authorized or recognized by the Executive Council; but should a strike, lockout or reduction of wages be forced on a union without an opportunity to carry out the provisions of sections 1 and 2, said union shall be entitled to the full privileges of defense funds.

SEC. 8. To affect union men prejudicially to their standing in the union who remain at work in an office where any number of the union men in such office have struck on what they deem good grounds for such action, the strike must have been authorized in accordance with sections 1, 2 and 4 of this law. Unless so authorized, those remaining at work are not liable to charges of violation of any union laws.

SEC. 9. When there shall have been a strike ordered in accordance with the laws of the International Union all union men shall be deemed to have been notified.

SEC. 10. When a strike has been inaugurated in accordance with the provisions of this article and authorized by the Executive Council or a lockout has been sanctioned by the Executive Council, there shall be paid an amount sufficient to pay the benefits herein provided. Each member shall receive as a weekly benefit 60 per cent of the scale (for day work). If there are two or more separate scales in the jurisdiction, the benefits shall be based on the highest of these scales (for day work). In any event not less than $36 per week shall be allowed for each member. Payment of benefits may be discontinued at such time as the Executive Council deems wise and names may be added to or removed from the strike roll at discretion of the Executive Council: Provided, No member shall be entitled to strike benefits until a strike has been in progress one week and said strike or lockout shall have caused his income at the trade to cease, except as provided in section 12 hereof. In order to effect a uniform weekly date of payment of strike benefits, the Executive Council may authorize the Secretary-Treasurer to adjust a local union's strike week by payment of one-fifth weekly benefit for any day a striker otherwise qualifies in such adjustment period.

SEC. 11. No subordinate union shall be allowed to increase the statutory benefits without the sanction of the Executive Council, unless the said subordinate union pays such increase out of its own treasury.

SEC. 12. No member of a subordinate union on strike shall be entitled to the weekly benefit unless he reports daily to the proper officer of the subordinate union while the strike continues. Any member refusing work while out on strike shall be debarred from all benefits under this law, and for each day's work performed in excess of one shift one-fourth of the member's regular strike benefits for that week shall be deducted.

SEC. 13. All monies received by a union from the International Typographical Union shall be used, with the approval of the Executive Council, in supporting men on a strike or lockout, in assisting their removal to other cities, paying the necessary expenses of the conflict, and prosecuting strikes in such further manner as the union interested and the Executive Council shall deem advisable.

SEC. 14. During the continuance of a strike the executive board of a subordinate union shall make weekly reports to the Secretary-Treasurer of the International Union, showing the amount of money distributed for benefits, number of beneficiaries—heads of families and single persons, union or nonunion—and all other facts that may be required. All moneys from the International Union remaining unused by the local union shall be returned to the Executive Council.

SEC. 15. In the event of a strike against all shops of members of an employers' association, the union or unions involved may settle with such individual employers as may be so inclined.

SEC. 16. The International Union disapproves of the division of members of subordinate unions into distinct classes in the settlement of questions, believing it to be the right and duty of each member to vote on such occasions, except as otherwise provided by law.

SEC. 17. All moneys received by the Secretary-Treasurer for defense purposes may be expended by the Executive Council as otherwise provided by law and for such other defense purposes as the Executive Council deems useful in advancing the interests of the International Typographical Union, its subordinate unions and members, including expenditures occurring in connection with any strike or lockout, publicity campaigns, expenses incurred in establishing or encouraging the establishment of enterprises to compete with or replace any establishment where a strike or lockout is or has been in progress or is threatened or any other means which in the judgment of the Executive Council, would advance the interests of the International Typographical Union, its subordinate local unions, or its members, through any action deemed by the Executive Council to be defensive in character. Where members have been deprived of their usual opportunity for work because of a shutdown of a plant caused by a strike of another union it may be considered a defense expenditure for the Executive Council to pay such members the equivalent of strike benefits as special assistance for such time as may be determined by the Executive Council, provided such payments are legal.

SEC. 18. Where one employer operates more than one plant or establishment local unions in whose jurisdiction such plants or establishments are located may take such joint action as is lawful under civil law after approval by the Executive Council. The Executive Council is empowered to require subordinate unions to obtain approval of the International Union before signing any contract with a firm, corporation or owners of chain or group plants or establishments unless provision is specifically set forth permitting members of said union to support by strike action any authorized action of a local union which is a unit of such chain or group which refuses to enter into a collective bargaining agreement with a sister subordinate union: Provided, That when the Executive Council has authorized a strike or a lockout in the jurisdiction of a local union involving a concern which is a component part of a group or chain of concerns, or where joint or corporate interests are involved, the Executive Council shall have authority to authorize subordinate unions to take such action as may be lawful.

ARTICLE XXII—SUBORDINATE UNIONS AND OFFICERS

SECTION 1. Subordinate unions are required to elect three auditors, or select an expert accountant or accountants, whose duty it shall be to examine and audit quarterly all books and records of their financial officers; to personally visit banks to secure a written statement of bank balances at time of audit; to verify monthly bank statements of deposits and withdrawals; to personally visit bank safety deposit vaults for verification of contents reported to be held therein for the quarterly periods May-June-July, August-September-October, November-December-January, February-March-April, and report to the Secretary-Treasurer of the International Typographical Union by the twentieth of the month following the end of the quarter, the condition of the funds and accounts, the number of members in good standing, number initiated, expelled or suspended, admitted or withdrawn by card for each month, the amount of the fiduciary officers' bonds and the company in which they are bonded, the amounts expended in sick relief, funeral benefits, or in any form of charity, together with such other information as the Executive Council may deem necessary. A majority of the auditors, or the expert accountant or accountants, must be present at the examination of the accounts, and no member of the committee, and no accountant, shall attach his or her signature to a report unless such member or accountant shall have personally participated in such examination. The president of the subordinate union shall sign the quarterly report attesting that the auditing committee or expert accountant has audited the books as provided in this section. Should inaccuracies appear in the report of an auditing committee, the President of the International Typographical Union shall appoint an expert accountant to examine the books of the union in which such inaccuracies are noted, who shall report his findings to the President of the International Typographical Union, he in turn to file the same with the president of the union concerned, who, in event of willful falsification by said auditing committee, shall suspend such committee from office, together with the delinquent financial officer or officers, and impose upon each of them a fine of $10, which fine shall be forwarded to the Secretary-Treasurer of the International Typographical Union. In the event of the suspension of an auditing committee, an election of their successors shall be held within one month from the date of such suspension, or expert accountants shall be appointed. Expenses of examination of books and records shall be borne entirely by the subordinate unions. Subordinate unions failing to report to the Secretary-Treasurer of

the International Typographical Union, as required by this section, shall be fined $25.

SEC. 2. Every local union subordinate to the International Typographical Union shall cause its president, secretary-treasurer and chapel chairmen; and where union funds are handled, other employes, representatives, officers or agents, to be bonded in the sum of at least $1,000. A copy of such bonds, or other evidence of bonding deemed satisfactory by the International Typographical Union, shall be filed with the Secretary-Treasurer of the International Typographical Union.

SEC. 3. Where a subordinate union alleges misappropriation, default or shortage, it shall report the full circumstances and details to the Executive Council of the International Typographical Union for such action as that body shall deem proper. The Executive Council may in its discretion summarily expel the officer found to have defaulted in his accounts to the local union.

SEC. 4. The funds of each local union deposited in bank shall be deposited in the name of the local union, and money shall be drawn from the accounts only by checks signed by the president and secretary-treasurer, and only then when both officials are fully satisfied that such money is lawfully and justly due the person or persons for whose benefit the check is drawn. Bonds or other securities owned by local unions shall be deposited in safety deposit boxes which can only be opened in the presence of such officers as are provided by local union laws, but no less than three, two of whom shall be the president and secretary-treasurer. Where a certified accountant is not employed to make audits, one member of the local auditing committee shall be the third member. Should inaccuracies appear in the accounts of the local union, or if the president of the local union has reason to believe there is a shortage or misappropriation of funds, he shall at once report the matter to the President of the International Typographical Union for investigation. In the absence of the president of the local union, and in cases where the offices of president and secretary-treasurer are combined, the vice-president shall perform those duties of the president hereinbefore specified.

SEC. 5. Subordinate unions are required to furnish on request a detailed statement of scales of prices, hours of labor, and any other information as may be deemed necessary by the Executive Council for the keeping of proper records at International headquarters or for use in furthering the objectives of the union. Such information may be codified and printed or published as necessary to meet the needs of the International and local unions.

SEC. 6. Subordinate unions shall fix a time and date for regular monthly meetings that will permit members holding situations on seven-day newspapers to attend these meetings.

SEC. 7. Returns of per capita tax from subordinate unions shall be made monthly, under seal, to the Secretary-Treasurer of the International Typographical Union. These returns shall state the number of members of the union and the amount so forwarded.

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SEC. 8. It is enjoined upon each subordinate union to have a suitable seal engraved, to authenticate all documents.

SEC. 9. An appeal for financial aid from a local union to subordinate unions to be legal must bear the printed approval of the Executive Council.

SEC. 10. It shall be the duty of presidents of subordinate unions to correct all violations of law of the International Typographical Union within their jurisdiction and when unable to do so, they shall refer the matter to their local unions for action.

SEC. 11. Each local union shall provide for the election or appointment of a committee whose duty it shall be to report on the health and safety conditions of offices in the local jurisdiction. This committee shall report at least once each year, and oftener if so ordered by the union or required by local law. Its reports shall be rendered to the union or to the local executive committee, as may be provided by local law.

SEC. 12. Each subordinate union shall appoint or elect a standing label committee whose duty it shall be to encourage and promote, by systematic campaign locally and in co-operation with the International Typographical Union, a demand for the use of the union label on all printed matter. It shall be the duty of this committee to procure and disseminate information as to where union label goods may be purchased, and to encourage patronage by all members of only union label goods and union services. The secretary of each subordinate union, immediately upon appointment or election of a label committee, shall forward to the President of the International Typographical Union the name and address of the chairman of such committee.

SEC. 13. Each subordinate union shall appoint or elect a standing committee on new processes whose duty it shall be to compile complete information on local conditions and plan courses of instruction and necessary training in all new printing and mailing processes in co-operation with the International Typographical Union. A copy of such information as may be compiled shall be forwarded to the Bureau of Education of the ITU.

SEC. 14. It shall be the duty of the secretary of each subordinate union to furnish monthly to the Secretary-Treasurer of the International Typographical Union a statement of all rejections, expulsions, suspensions and reinstatements, and the reasons therefor; and also a monthly statement of the condition of the trade and other matters of interest to the craft in the jurisdiction of his union.

SEC. 15. Secretaries of subordinate unions are instructed to answer all correspondence from sister unions as soon as possible after receiving the same. All correspondence between subordinate unions as to character, etc., of applicants for membership, and all other business of like nature, shall be conducted in sealed envelopes.

SEC. 16. On issuing a working, traveling or honorable withdrawal card, the secretary of the local union granting such card shall place thereon the register number of the member receiving the same. In no case shall any other number except that given by the Secretary-Treasurer of the International Typographical Union be assigned a member or placed on the card held by him.

SEC. 17. Each local union shall report monthly, through its secretary, on forms provided by the Secretary-Treasurer of the International Typographical Union, the names and ages of all new members initiated, with the date of their initiation; the names and register numbers of all members suspended, expelled, or reinstated, with the date of same; all traveling and honorable withdrawal cards received, with date, name and register number of cardholders; all traveling and honorable withdrawal cards issued, with date, name and register number of member; the name and register number of all members lost by death and the date of death, together with such other data as may be required for the completion of a member's record or deemed necessary by the Executive Council for the use of the International Typographical Union.

SEC. 18. It shall be the duty of each local union to keep a record of all its members in such manner as will permit of the making of monthly reports and furnishing the data provided for in the preceding sections. Any local union failing to make monthly reports, as provided herein, shall be fined $10.

SEC. 19. It shall be the duty of presidents of subordinate unions to report within ten days to the President of the International Typographical Union full information concerning the unionization of shops in their jurisdictions, the number of employes taken into the union and any other information that might prove of value to other local unions.

POWERS OF

SEC. 20. A subordinate union should take political action when the interests of organized labor as a whole and the craft in particular may be benefited thereby. Subordinate unions should establish a Political Action Committee which will co-operate with city, county and state COPE organizations and legislative councils; will check and encourage registration; will study and make known to the membership the voting records of political candidates; and will co-operate with other groups working to repeal all oppressive labor legislation: Provided, No subordinate union shall assess its members for partisan political purposes.

SEC. 21. No boycott shall be levied by any local union whereby a sister union subordinate to the International Typographical Union, or members thereof, may be affected, without the specific consent of the union so affected: Provided, The union desiring to boycott shall have the right of appeal to the Executive Council of the International Typographical Union, which shall give all interested parties a full hearing before rendering a decision.

SEC. 22. A union has no right to set apart a day as a national holiday and declare members unfair because they do not observe the same, although ordered by the union to do so.

SEC. 23. It is optional with subordinate unions to impose fines on members for failure to participate in Labor Day parades, when such subordinate unions, by a majority vote of members in good standing, at a regular meeting or a special meeting called for that purpose, shall decide to participate in Labor Day parades.

SEC. 24. Amnesty may be declared by a subordinate union, acting in conjunction with the Executive Council of the International Typographical Union, in conformity with the following conditions:

(a) A resolution requesting permission to accept applications under amnesty from non-members working in its jurisdiction, and stipulating the period of time such amnesty is to apply, must be adopted by the subordinate union.

(b) The resolution shall confer organization powers upon local officers, the membership committee, the organization committee, or a representative of the International Typographical Union.

(c) The resolution shall provide that such officers, committees, or representatives may accept into membership any applicant who is a competent workman and obligate such applicant without submitting the application to a vote of the local union; or it may reserve such authority and provide that such applications may be accepted by majority vote of the union.

(d) The power conferred and permission granted by the Executive Council may be restricted to a particular office or offices, and the Executive Council may impose such further restrictions and make such other provisions as in its judgment are necessary for the advancement and protection of the interests of the union.

(e) The request for amnesty shall include a proposed plan for maintaining a program of organization within the jurisdiction of the subordinate union, in co-operation with or approved by the International Typographical Union.

(f) Applicants admitted under this section may be required to stay within the jurisdiction of the local union for such period of time as deemed necessary by those who have been authorized to exercise the authority specified herein.

In unorganized territory and in offices over which the local union exercises no jurisdiction, the Executive Council may authorize representatives of the International Typographical Union to obligate applicants for membership who are competent workmen, under general amnesty conditions.

SEC. 25. Individuals or subordinate unions are forbidden to use the name of the International Typographical Union in any manner in soliciting advertising for convention souvenirs.

SEC. 26. Subordinate unions have no authority to confer upon any person honorary membership. Conventions only can confer such honorary membership in the International Typographical Union.

SEC. 27. Proposals to increase or decrease local dues or levy a special assessment may be adopted only by majority vote by referendum of six-month members. Ballots shall plainly explain necessity for the proposed change. Whenever it is proposed that special assessment shall be made for more than one purpose, each proposition must be voted upon separately. Provision must be made for a specific date on which the collection of each special assessment shall be discontinued. Special assessments levied by local unions must apply to all classes of members actively engaged at the printing trade in a manner that is equitable.

SEC. 28. A subordinate union may revoke the membership of any member within one year of admission if upon due trial in accordance with the provisions of article v, of these bylaws, it should be established that admission was gained by fraudulent means or upon the basis of false or misleading statements in application for membership.

RECOMMENDATION TO

SEC. 29. While it is the sense of the International Union that subordinate unions, and they only, have at all times the right of judging of the qualifications of the applicants for admission to membership, it is believed the true policy of subordinate unions should be to go to the utmost limits consistent with safety and honor in receiving into membership all unfair printers and mailers, who make application to that effect, and who evince a desire to again become fair men.

SEC. 30. The International Union directs subordinate unions to use their influence in having all work sent into shops employing members of unions represented in the allied printing trades.

SEC. 31. The International Union recommends to subordinate unions the percentage system of collecting dues where practicable. Where the percentage system is adopted the rate shall be uniform on all earnings.

SEC. 32. It is the sense of the International Union that the system of rebate dues is legal.

SEC. 33. Subordinate unions are recommended to print in labor journals of their localities a list of union printing and mailing establishments, so that officers and members, societies and others favorable to organized labor may be kept posted as to what offices are fair.

SEC. 34. The International Typographical Union recommends that subordinate unions publish the names of all firms, corporations and individuals engaged in the printing industry which do not pay the scale of prices, or which do not observe the established customs of the several unions.

SEC. 35. Local unions are directed to affiliate with recognized central labor bodies in their localities.

SEC. 36. Members should purchase where possible, such goods as bear the trades union label recognized by the International Union.

SEC. 37. No member of the International Typographical Union shall purchase products of non-union labor when goods made under favorable conditions can be obtained. Subordinate unions shall enact laws to carry out the provisions of this section.

SEC. 38. It is recommended that all subordinate unions be required to issue to their members tickets or cards bearing

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the union label, and a request to the merchants with whom they deal that they insist on having their printing done by union labor only. That subordinate unions be required to endeavor to secure their use by the members of other trade unions and friends of organized labor.

SEC. 39. It is the sense of the International Typographical Union that each subordinate union should make provision for such of its members as are unable to obtain the scale through disability—the union to be the judge—by placing them on a special list, and allowing them to seek work under conditions prescribed by such union.

SEC. 40. In localities where mailers' unions are instituted, but not recognized by the employers, local typographical unions when negotiating scales and new working agreements shall endeavor to procure recognition for such organization of mailers before signing new agreements.

SEC. 41. In localities where no mailer local exists the International Typographical Union instructs local typographical unions that it is their duty to organize all mailers in their jurisdiction.

SEC. 42. The value to the labor movement of the state and provincial federations of the national labor bodies recognized by the International Typographical Union is unquestioned. Subordinate unions of the International Typographical Union have every reason to take an active part in the work and deliberations of those bodies. Active interest and affiliation by our local unions beget the more hearty support of the entire labor movement. That these desirable results accruing from such affiliation may become effective, it is recommended that subordinate unions become affiliated with the state and provincial branches in their respective states and provinces.

SEC. 43. A local union may provide its own method for determining changes in its constitution and bylaws. However, where the local submits such changes to the referendum, a majority vote cast in such referendum shall adopt.

SEC. 44. The International Typographical Union recommends that scale committees shall exert their best endeavors to negotiate for the elimination of the double-header shifts.

SEC. 45. It is recommended that all local unions establish organization committees, which shall, in co-operation with special representatives of the President of the International Union carry on continuing organizational efforts in the jurisdiction of each local union.

SEC. 46. In localities where both a printer union and a mailer union are established, the International Typographical Union recommends that these locals have incorporated into their respective contracts, a provision stating that in the event of a strike or lockout by either union, the picket line of such local will be respected by the other subordinate union.

ARTICLE XXIII—TRAVELING CARDS

SECTION 1. Members in good standing who are desirous of leaving the jurisdiction of the union to which they belong shall be entitled to receive the International Typographical Union Traveling Card, which shall be furnished upon the payment of all financial obligations: Provided, That a subordinate union may refuse to issue traveling cards to any of its members for a period not to exceed three (3) months following initiation of a strike. This action shall require a majority vote, which shall be taken at the meeting at which the strike vote is taken. This three-month period may be extended by the Executive Council upon request of the subordinate union. A newly obligated member shall not be entitled to receive a traveling card until his ITU registration number has been forwarded to the subordinate union in which he was obligated. A member accepting such card severs all connection with the issuing union. Where traveling cards are withdrawn and returned to the local union issuing same more than twice in thirty days a charge of 25 cents each shall be made for all cards issued after the first.

SEC. 2. The said traveling card shall be in words as follows:

THIS IS TO CERTIFY THAT............................., the bearer hereof, whose signature appears in this certificate, is a member in good standing of the International Typographical Union and is entitled to the friendship and good offices of all unions under the jurisdiction of the International Typographical Union.

The bearer has paid International Union per capita tax for the month of.., 19....,

Register No. ....; Social Security No. ....

Given under our hands, and the seal of......................

Union No. ....; this .... day of ...., 19......

[SEAL] ...., President.

..................................., Secretary.

.....................................Member's Signature.

Countersigned ...., Secretary-Treasurer
International Typographical Union.

This card expires in two months from the time the last International dues are shown to have been paid. It may be renewed within two months after its expiration.

Any member of the International Typographical Union stands suspended when four months in arrears for local or International dues and assessments (section 7, article iii, bylaws). Suspended members may be reinstated as provided in article xviii, bylaws, within one year after suspension.

a local union, such union, on the payment of accrued International per capita tax and assessments from date of issuance to date of such renewal, provided such time does not exceed four months (and no local fees whatsoever shall be chargeable), shall promptly renew such card, provided the application for renewal be accompanied by satisfactory evidence that the applicant has not in the meantime been guilty of any anti-union conduct. Any member holding a traveling card shall stand suspended as provided in section 7, article ix, bylaws, when four months in arrears for International dues and assessments, and must reinstate as provided in article xviii, bylaws. Nothing herein shall be held as preventing such member from making application as a new member if he so elects; and the financial secretary shall report to the Secretary-Treasurer of the International Typographical Union all collections made for arrearages for each month in sequence. No dues, assessments or fees of any kind can be collected for any one month unless the indebtedness for all previous months has been liquidated. Should the union issuing such card have in the meantime ceased to exist, it is the right of the union man holding such card to have it accepted by any subordinate union on his showing to the satisfaction of such union that his record has been a clear one since the date of issue of such card. Unexpired traveling cards must be renewed by local unions on presentation by the holders of satisfactory evidence of union conduct and the payment of International per capita tax and assessments. Members who do not work or live within the jurisdiction of a local union must renew their traveling cards through the International Secretary-Treasurer to qualify as unattached members under the provisions of section 1, subsection (e), (f) and (g), article ix, constitution.

SEC. 17. When a member loses his traveling card he can only receive a duplicate thereof by applying to the Secretary-Treasurer of the International Union, who shall issue such duplicate on the payment of $1 after sufficient time has elapsed for an investigation to be made. Duplicates shall be furnished from a series separate from the regular traveling cards and have printed thereon the words "Duplicate Card."

ARTICLE XXIV—TYPOGRAPHICAL JOURNAL

SECTION 1. The Typographical Journal shall be published once a month and shall contain in addition to the reports and other matters required by law to be published, the reports of the International and Home audits; official orders; charters granted; charters suspended, and the causes; a list of deceased members with register numbers, the name (or number) of the local union to which the deceased was attached, as well as the place where the death occurred; state of trade; advertisements meeting the approval of the Executive Council; all reports (including detailed statement of expenditures) and proceedings of the officers and members of the corporation of the Union Printers Home; and such other matters as may be of interest and importance to the craft generally.

SEC. 2. The subscription rate of The Journal to non-members shall be $2 per annum, postage in addition to foreign subscribers. The price for single copies shall be 20 cents each.

ARTICLE XXV—UNION PRINTERS HOME

SECTION 1. This union hereby ratifies the action of Edward T. Plank, William S. McClevey and Columbus Hall, as its trustees, in conveying the Home at Colorado Springs, in Colorado, to the Union Printers Home corporation as trustee, for the uses and purposes, and upon the trust declared and the terms and conditions stated in the deed by said grantors to said grantees dated the 17th day of May, 1892.

SEC. 2. Any member in good standing of any subordinate union shall be deemed a member of the International Typographical Union for the purposes of admission as a resident of the Home at Colorado Springs, Colorado, and of participation in the bounty.

SEC. 3. No person shall be deemed a member in good standing of the International Typographical Union who shall willfully neglect, disregard or violate any resolution, order, bylaw, or duty prescribed by said union of and concerning the management and control of the Home at Colorado Springs, or of the trust upon which said Home is held by the Union Printers Home corporation.

SEC. 4. A full and complete, true and accurate report shall be submitted to each convention of the International Typographical Union by the Board of Trustees of the Union Printers Home, showing its transactions and containing such recommendations as may be useful to the union in furthering the interests of the Home.

SEC. 5. At all times the articles of incorporation of the Board of Trustees of the Union Printers Home, and the constitution and bylaws thereof, shall be further amended in such manner and to such effect as the International Typographical Union may direct.

SEC. 6. The Board of Trustees of the Union Printers Home shall make its best efforts to provide for rehabilitation of war veteran members who may be in need thereof.

ARTICLE XXVI—WOMEN MEMBERS

SECTION 1. Equal wages and conditions shall prevail for both sexes in every local jurisdiction of the International Typographical Union, subject to the requirements of the laws of the various states as these laws affect women workers. Any member who violates the provisions of this section, upon conviction, shall be punished by a fine of not less than $25, or suspended, as the union may determine, in accordance with International law.

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GENERAL LAWS

1964

Article I—Apprentices

Section 1. No employer shall employ an apprentice unless the employer has the equipment necessary to afford adequate training.

Sec. 2. No person shall be hired as an apprentice unless: (1) he is at least sixteen years of age; and (2) has satisfactorily passed a technical examination given by the Joint Apprentice Committee.

Sec. 3. The period of apprenticeship shall not exceed six years: Provided, That upon request of the subordinate union and employer and upon certification by the Bureau of Education of the International Typographical Union that such apprentice has applied himself to his work and studies sufficiently to warrant advancement the apprentice may be upgraded. Proficiency shall be the determining factor rather than time served. An apprentice may reduce this period by earning credits for competency in the different classifications of work processes.

Sec. 4. When an applicant has been approved and accepted for apprenticeship, he shall be enrolled in the International Typographical Union Course of Lessons in Printing, which course, together with such other trade training as the International Typographical Union may require, shall be satisfactorily completed before the apprentice is classed as a journeyman.

Sec. 5. A local joint apprentice committee composed of equal representation of the employers and the union should be formed to make surveys and study, investigate and report upon apprentice conditions. They shall act to enforce the conditions of the agreement covering apprentices, and shall have full power and authority any time during the term of apprenticeship to terminate the employment of an apprentice who does not show aptitude and proper qualifications for the work, or for any other reason. This committee shall meet jointly at the call of the chairman of each committee at such time and place as may be determined by them. This committee shall have authority to vary training programs to meet the problems arising because of varying equipment of the shops under contract and shall have authority to direct temporary transfers of apprentices from one shop to another to accomplish as much all-around training as may be suited to the capacity of the apprentice.

Sec. 6. The foreman and chairman of the chapel shall see that apprentices are afforded every opportunity to learn the different trade processes by requiring them to work in all classifications of the trade. When apprentices show proficiency in one branch they must be advanced to other classes of work.

Sec. 7. Apprentices shall be given the same protection as journeymen and shall be governed by the same shop rules, working conditions and hours of labor.

Sec. 8. No apprentice shall be employed on overtime work unless the number of journeymen working overtime on the same shift equals the ratio prescribed in the contract. At no time shall an apprentice have charge of a department, class of work, or any other employe.

Sec. 9. Apprentices in military or naval service shall be counted as apprentices employed for the purpose of determining the number of apprentices permitted, unless the contract provides to the contrary.

Sec. 10. No apprentice shall leave one office and enter that of another employer without the written consent of the joint apprentice committee.

Article II—Foremen

Section 1. None but journeymen or apprentices may be employed to perform all work within the jurisdiction of the union. The foreman shall be a journeyman.

Sec. 2. The foreman is the only recognized authority. Assistants may be designated to direct the work, but only the foreman may employ and discharge. In filling vacancies the foreman shall be governed by the provisions of article vi, general laws.

Sec. 3. The foreman may discharge (1) for incompetency; (2) for neglect of duty; (3) for violation of office rules which shall be kept conspicuously posted, and which shall in no way abridge the civil rights of employes, or their rights under accepted International Typographical Union laws. A discharged journeyman shall have the right to appeal in accordance with the laws of the International Union as provided in the contract, and shall have the right to challenge the fairness of any office rule which is applied to bring about his discharge. Suspension is prohibited as a method of discipline.

Sec. 4. When it becomes necessary to decrease the force in an office where departments are not recognized it shall be determined upon what class of work the reduction is required. The journeyman with lowest priority standing in the office engaged upon the class of work indicated shall be discharged first: Provided, The journeyman to be discharged may claim any other work in the office he is competent to do which is being performed by a journeyman with lower priority standing: Provided further, A journeyman claiming other work to avoid discharge to reduce the force shall not be exempt from discharge if incompetent.

Sec. 5. In offices where departments are recognized a decrease in the force shall be accomplished by discharging first the journeyman holding a situation who has the lowest priority standing in the department in which decrease is necessary.

Sec. 6. A journeyman discharged to reduce the force shall be re-employed, either as regular or extra, upon work he is competent to perform in the order of his priority standing.

SEC. 7. In offices where departments are recognized a journeyman declared incompetent in one department shall not be denied the privilege of seeking employment in another department nor shall he be barred for incompetency within the meaning of section 9 of this article, while there is work in another department he is competent to perform.

SEC. 8. When a journeyman is discharged for any reason, he may demand and the foreman shall give in writing the reason for discharge: *Provided*, Such demand shall be made within seventy-two hours after journeyman is informed of discharge.

SEC. 9. A journeyman who believes he has been illegally or unjustly discharged shall have the right to appeal to the subordinate union in the manner provided by the laws of such subordinate union. If the subordinate union orders reinstatement the decision must be complied with until reversed. Either party may appeal to the Executive Council as provided herein: *Provided*, When a subordinate union has made specific provisions in its contract for reference of controversies over discharge to a joint agency, the dispute shall be decided as provided in the contract. A journeyman who has been discharged for any reason other than to reduce the force may be reinstated at the option of the foreman, or by proceeding in accordance with the terms of this section. A journeyman discharged for incompetency, neglect of duty or a minor reason shall not be denied the privilege of seeking work in the office for a period longer than six months.

SEC. 10. A foreman shall not designate any particular day, nor how many days a journeyman shall work in any one week: *Provided*, The journeyman must engage a substitute when absent. Any journeyman covering a situation is entitled to and may employ in his stead whenever so disposed any competent journeyman without consultation or approval of the foreman: *Provided*, Local unions may adopt laws requiring the employment of substitutes in the order of their priority standing; or for specified periods in severe unemployment emergencies, with the consent of the Executive Council, may establish provisions for equitable distribution of subbing among eligible substitutes.

SEC. 11. A foreman shall not be permitted to select his force from day to day, but must have such number of regular situations as are necessary to meet requirements and to reduce employment of extras to a minimum. Employment other than for regular situations shall be classed as extra work.

SEC. 12. Where contracts or agreements provide for holidays with pay, the foreman shall not be permitted to change regular off-days to such holidays in order to evade payment for the holiday.

SEC. 13. Except as provided in section 2, article i, an employe's age shall not be a factor in employment or separation from employment.

SEC. 14. No journeyman shall be required to submit to a physical examination as a condition of employment.

ARTICLE III—DEPARTMENTS

SECTION 1. When departments are recognized priority shall date from time of accepting work in the department either by original employment or permanent transfer.

SEC. 2. When departments are not recognized an employe shall not be discharged to reduce the force or for incompetency while there is work in the office he is competent to perform and to which his priority entitles him.

SEC. 3. When departments are recognized by agreement no transfer shall be made except in emergencies: *Provided*, When all available extras are hired in any department transfers may be made into that department.

SEC. 4. Regulations applying to transfers are for the purpose of preventing discrimination in the hiring of journeymen seeking wrok as extras. The hiring of more journeymen than are needed in one class of work or department and later transferring journeymen from this class of work or department to work which could have been done by others not hired, but entitled thereto because of their priority is discriminatory.

SEC. 5. Transfers are not required to permit journeymen to exercise priority upon a vacancy, either regular or extra, which the journeyman is not qualified to fill: *Provided*, Transfers made for the convenience of the office shall be made to permit cancellation of overtime or observance of the five-day law and for the convenience of journeymen desiring to engage a substitute.

SEC. 6. Journeymen transferred to a class of work upon which they do not claim competency shall not be discharged for incompetency nor shall a foreman be permitted to make transfers which are discriminatory or for the purpose of depriving other journeymen of work to which they are by priority entitled.

ARTICLE IV—STRUCK WORK

SECTION 1. Subordinate unions at all times have the right to define as struck work composition and mailing room work executed wholly or in part in shops not under contract relationship with a subordinate union of the ITU, and composition, mailing room, or other work coming from or destined for printing concerns which have been declared by the union to be unfair, after which employes may refuse to handle the work classified as struck work.

ARTICLE V—PLATE MATTER AND MATRICES

SECTION 1. The International relegates the use of plates and plate supplement matter to subordinate unions, with power to act.

SEC. 2. The interchanging, exchanging, borrowing, lending or buying of matter, either in the form of type or matrices, between newspapers, between job offices or between newspapers and job offices, or vice versa, not owned by the same individual, firm or corporation, and published

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in the same establishment, is unlawful, and shall not be allowed, unless such type or matrices are reset as nearly like the original as possible, made up, read and corrected and a proof submitted to the chairman of the office. Transfer of matter between a newspaper office and a job office, or a job office and a newspaper office, where conducted as separate institutions, and from separate composing rooms, owned by the same individual, firm or corporation, is not permissible unless such matter is reset as nearly like the original as possible, made up, read and corrected and a proof submitted to the chairman of the office: Provided, That where an interchange of matter from an English publication to a foreign language publication, or vice versa, is desired, under the provisions of this section, such exchange shall be regulated by agreement between the employers and local unions interested. The time limit within which borrowed or purchased matter, or matrices, are to be reset shall also be regulated by agreement between the employers and local unions. This section shall not apply to original commercial composition purchased from union commercial trade composition plants or other union composing rooms when such composition is an integral part of production of a particular commercial job.

SEC. 3. All composition or plates, mats and reproduction proofs or other forms of prints of composition produced in union offices may bear the identification insignia referred to in article xv, section 4, constitution. The logotype may be used in the margin of proofs and the punch on the margin, face or back of each plate or mat.

SEC. 4. Subordinate unions may include in contracts provisions requiring reproduction, or exempting from reproduction, national (general) advertisements, plates and plate supplement matter, printed supplements, type, plates and matrices other than local advertisements.

ARTICLE VI—PRIORITY

SECTION 1. Persons considered capable as substitutes by foremen shall be deemed competent to fill regular situations, and the substitute oldest in continuous service shall have prior right in the filling of the first vacancy. This section shall apply to incoming as well as outgoing foremen.

SEC. 2. Subordinate unions shall establish a system for registering and recording priority standing of journeymen in all chapels, which shall be conspicuously posted or kept in a place within the chapel accessible to journeymen at all times. The priority standing of a journeyman shall stand as recorded.

SEC. 3. No journeyman shall hold priority in more than one office nor shall a journeyman retain priority standing or a situation in an office if he performs work over which the International Typographical Union has jurisdiction, either supervisory or mechanical, in another printing office whether or not the journeyman is interested financially or otherwise in said office: Provided, That in the event of a strike or lockout involving a substantial number of journeymen, the local union where such a strike or lockout exists may adopt a law

that will provide that journeymen involved may establish priority rights in another chapel in the same jurisdiction, and in the event of a settlement of said strike or lockout may relinquish priority so established and be granted their former priority standing in the struck or locked-out plant: Provided further, Subordinate unions may establish regulations whereby journeymen may be permitted to accept temporary employment in another office without loss of situation or priority standing, and under such regulations may excuse journeymen who accept such temporary work from giving it out as overtime to any journeyman who refused to accept such temporary work.

SEC. 4. Local unions may establish regulations permitting a situation holder, or a substitute having established priority standing, to engage in pursuits other than at the trade for a period not to exceed ninety calendar days in any twelve month period without loss of situation or priority: Provided, Journeymen exercising this privilege shall employ the priority substitute competent to perform the work.

SEC. 5. Any journeyman engaged to serve the International Typographical Union, a subordinate union, or to perform work in the interest of the organized labor movement, or any journeyman incapacitated by illness, shall not be deprived of priority standing while so employed or so incapacitated. Journeymen engaged to serve the International Typographical Union, a subordinate union or to perform work in the interest of the organized labor movement shall employ while absent the priority substitute competent to perform the work if one is available. The situation holder shall not suffer loss of situation or priority in the event such a substitute is not available. After any situation holder has been absent thirty calendar days his or her situation shall be filled by priority substitute and considered in the category of a new situation. Upon reporting for duty full priority rights shall be restored to the situation holder who was absent.

SEC. 6. Available priority substitute competent to perform the work must be employed on any new situation created because of the absence of a situation holder from his or her situation for more than thirty calendar days, and whose priority is protected under the provisions of other sections of ITU laws or contracts: Provided, Should a substitute with greater priority become available such substitute shall be placed on said situation: Provided further, Local unions may establish by contract, for the purpose of avoiding multiple changes in preferred shifts and starting times, for the employment of the available priority substitute after thirty calendar days and continuing to but not more than ninety calendar days from absence of situation holder.

SEC. 7. Journeymen and apprentices admitted as residents of the Union Printers Home and journeymen and apprentices in the armed forces of the United States and Canada who qualify for assessment exemption as provided in section 1 (j), article ix, constitution, or those who may engage in war work for the American Red Cross, or other similar accredited agencies shall have their priority and/or situations protected for such time as they are so engaged.

SEC. 8. Journeymen and apprentices in the Organized Reserve of the armed forces of the United States or the Dominion of Canada, or other such organizations, shall have their priority protected while serving tours of active duty with such organizations in time of peace: Provided, When a journeyman's or apprentice's priority is protected under section 7 or 8 of this article, he shall be considered to have full time employment at another occupation and shall not be considered eligible for employment at the printing trade except when all available substitutes have been hired and such journeymen are eligible to cancel accumulated overtime of other journeymen only when voluntarily granted.

SEC. 9. A foreman employed from outside the shop shall accumulate no priority standing during the period he continues as foreman.

SEC. 10. A journeyman with established priority in an office may work for the same firm performing work other than mechanical duties without loss of priority in the composing room or mailing room.

ARTICLE VII—FIVE-DAY LAW; OVERTIME

SECTION 1. Five shifts shall constitute a situation and no employe performing mechanical work shall be required or permitted to hold a situation composed of more than five shifts or less than five shifts within a financial week, except when a contract has been entered into for a four-shift week of no more than eight hours per shift. The weekly scale in shops under such contract shall not be less than provided in shops under a five-shift contract within the jurisdiction of the local union. Four shifts shall constitute a week's work for journeymen in shops signatory to a four-shift contract, and all time worked in excess of the unit of hours comprising a regular shift and all time worked in excess of the number of hours established as a regular situation shall be considered overtime. No journeyman may work an additional shift under either a four-shift or five-shift contract at less than the overtime rate, nor shall double-headers be worked under four-shift operation.

SEC. 2. Not less than time-and-one-half of the individual's hourly rate of pay shall be paid for any shift worked in excess of five within a financial week. When a journeyman or apprentice is required to work on a regular off-day or off-night not less than the individual's overtime rate shall be paid for such work performed.

SEC. 3. Employes required to work in excess of the unit of hours established as a regular shift must receive the overtime rate for all such excess time. The overtime rate shall be not less than one and one-half times the employe's hourly rate for the shift on which work is performed. A foreman performing executive or clerical work exclusively is not subject to the overtime laws. A foreman who does any mechanical work at any time is subject to the overtime laws. In extreme emergencies, such as fire, flood or disaster, the overtime rate may be waived by the subordinate union as the contracting party.

SEC. 4. All time worked in excess of the unit of hours established as a regular shift and all time worked on a sixth or seventh shift shall be posted as overtime and canceled in accordance with the provisions of this article.

SEC. 5. Where journeymen work during a regularly scheduled vacation period and receive pay in addition to vacation pay for such time worked, such time worked shall be classed as overtime at the ratio of day for day.

SEC. 6. Overtime worked outside the place of regular employment must be posted in the chapel where priority is held or in the chapel where the journeyman is most regularly employed in the event priority is not maintained in any chapel.

SEC. 7. Each journeyman shall post all overtime worked by him in a conspicuous place designated by the chapel.

SEC. 8. When any situation holder accumulates overtime equal to the unit of hours established for a regular shift he shall engage a competent substitute as soon as one becomes available for the purpose of canceling such overtime: Provided, It shall not be mandatory that any situation holder cancel more than three days' accumulated overtime in any one financial week nor shall it be mandatory that any situation holder cancel accumulated overtime on a holiday which falls within the five-day workweek and for which premium pay is provided for by contract. Holidays or time lost through "begging off" shall not cancel overtime.

SEC. 9. When more than one substitute is available the one with the most accumulated shifts of overtime must be regarded as unavailable unless there is enough work to be given out by the office or situation holders to employ all substitutes: Provided, No substitute shall be restricted on either of the first two shifts for which he accepts work during a financial week, nor shall premium shifts be included in this calculation. A substitute cancels a shift of overtime on any day, up to the number constituting a week's work, he does not work in a financial week. Any days worked in that week shall be deducted from said workweek.

SEC. 10. A journeyman who hires a substitute for one shift thereby cancels overtime in an amount equal to the number of hours constituting the shift.

SEC. 11. Overtime amounting to less than the number of hours constituting a full shift shall not be canceled except by the employment of a substitute.

SEC. 12. Overtime not canceled by the employment of a substitute shall accumulate indefinitely unless the subordinate union specifies the time, which shall be not less than sixty (60) days, overtime shall accumulate after it equals the number of hours constituting a full shift. The period fixed shall not begin to run until the number of hours of accumulated overtime equals the number of hours constituting a full shift. Overtime shall not be canceled under the provisions of this section except in units equaling a full shift.

SEC. 13. If a journeyman fails to hire an available substitute whenever required to do so under this article and

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such failure is called to the attention of the foreman by the chapel chairman, the foreman shall (consistent with local overtime hiring practices) hire the priority competent substitute to work in place of such journeyman.

Article VIII—Sublist and Control of Work

Section 1. Establishing or maintaining situations composed of less than the number of shifts constituting a week's work as provided in section 1, article vii, general laws, thereby creating and controlling extra work constitutes the operation of a sublist and is prohibited.

Sec. 2. Laying off a situation holder and employment of another journeyman as extra to perform work to which the situation holder's priority and competency entitle him is prohibited.

RESOLUTIONS

1964

1. That it is not contrary to the policy of the International Union for our members to refuse to patronize an establishment which has been declared unfair, even though said establishment employs in part union men.

2. That the membership give its best endeavors toward persistent local label work.

3. That chairmen of offices under the jurisdiction of subordinate unions shall recognize the current working cards of travelling inspectors and repairmen of typesetting machine companies, in so far as may be necessary to permit of the repair or inspection of machines.

4. That the International Typographical Union recommends to the subordinate unions that wherever possible plots be secured in cemeteries for their locals to the end that the graves of our dead may be distinguished from other graves and that suitable shafts be erected on same.

5. That the membership of the International Typographical Union is urged to contribute annually on May 12 the sum of $2.00 to the Home endowment fund; that all contributions be collected through regularly established dues collecting agencies; that all collections be deposited, without commissions of any kind, in the Home endowment fund, and the proper officers be required to include in their reports as at present the amounts added and the total amount of the Home endowment fund.

6. That the International Typographical Union protests and goes on record as being opposed to the vocational departments of our different public school systems competing in the commercial field and seeks the discontinuance of the very unfair trade practice.

7. That the International Typographical Union urges local Allied Printing Trades Councils, in localities where mailers' unions exist, to prohibit the use of the union label on publications and advertising circulars, on which mailers' work is to be performed by other than union mailers.

8. (a). That those members whose records at ITU Headquarters show them to have a continuous membership in the ITU for a period of not less than 25 years shall be eligible to receive recognition of such membership by the presentation to such members of a suitable emblem to indicate that the member has been in continuous good standing with this organization for at least 25 years. The Secretary-Treasurer of the ITU shall keep a supply of these emblems on hand at all times for sale to local unions.

(b). That those members whose records at ITU headquarters show them to have continuous membership in the ITU for a period not less than forty (40) years shall be eligible to receive recognition of such membership by the presentation to such members of a suitable emblem or jewel to indicate that the member has been in continuous good standing with this organization for at least forty (40) years. The Secretary-Treasurer of the ITU shall keep a supply of these emblems on hand at all times for sale to local unions at cost. Presentation of these emblems shall be restricted to members of the union only and cannot be conferred without authority of the Executive Council or granted to any member against whom charges are pending. The ITU Executive Council is also empowered to sell such suitable emblem to those members of the ITU whose records show they are entitled to such recognition. Also that the members of fifty (50), sixty (60) and seventy (70) years' continuous good standing be issued an emblem designating such continuous good membership in the same manner as above provided.

9. That the International Typographical Union make use of union advertising media and trade publications which will make widely known the facts concerning our International Typographical Union.

10. That the International Typographical Union calls upon local unions to set a goal of achieving the 30-hour week and the Executive Council and local unions carry on an intensive campaign to that end.

11. That local unions of the International Typographical Union be urged to set up committees whose desire and purpose will be to discuss and attempt to resolve the problems which affect in equal measure all crafts whose members are employed in the printing trades industry.

12. That the International Typographical Union recommends to all subordinate unions that the activities of joint apprenticeship committees be expanded to provide for the development of skills of journeymen and apprentices alike, enabling them to acquire the degree of proficiency necessary to perform all composing room and mailing room work and the preparation therefor.

13. That the International Typographical Union urges every local union establish a COPE representative in every chapel; that such representatives conduct voluntary campaigns in the chapels, direct registration drives, transmit information and material issued by the COPE nationally and locally, for political education; that all Typographical Conferences devote a portion of their work in co-ordinating and stimulating COPE activity in their areas.

14. That International Typographical Union members of Allied Printing Trades Councils in those areas where conditions exist that are contrary to the objectives of Allied Councils exert every effort toward correcting violations of the Allied Agreement and label lease.

15. That the International Typographical Union recognizes that organizing the unorganized workers of the printing trades is a major task facing the union today, and calls upon all local unions to meet this task by instituting an intensified organization program utilizing all the facilities available to them, both from the local and the International Union.

16. That the International Typographical Union declares registration of our members and their families to be a permanent part of the program of this organization, to be conducted on a year-round basis by permanent committees within each local union and within each local central body.

17. That the International Typographical Union, in line with provisions of ITU bylaws, recommends that local unions in areas where it would be geographically feasible, be encouraged to form regional typographical unions by merger within the jurisdiction of the ITU, in order to strengthen the membership in such areas, so that they will be enabled to present a solid front in their relationship with employers, as well as with the rest of the labor movement in their respective localities.

18. That the International Typographical Union urges local unions to send at least one apprentice observer to succeeding conventions of the ITU.

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CONVENTION LAWS

1964

ARTICLE I—CONVENTIONS

SECTION 1. The convention shall assemble at 9 o'clock A. M. on the first day of meeting, and afterward shall meet and adjourn at such times as may be fixed by a majority of the members present. The first convention session shall be opened with the pledge of allegiance to the flag of the United States of America (Canadian members exempt).

SEC. 2. After the first day, the convention shall remain in session not less than six hours per day until such time as the business shall have been completed: Provided, The convention may, by majority vote, adjourn early for special occasions.

SEC. 3. The selection of place of meeting shall be held on the fourth day of the session at 11 A. M.; the nomination shall be made on the previous day; the vote shall be by printed ballot, the said ballots to contain the names of all the cities or towns put in nomination, the ballots to be distributed thirty minutes before election; the town or city voted for shall have a cross placed opposite its name; at 11 o'clock on the day of election the roll shall be called, and each delegate shall deposit his vote in a receptacle provided for that purpose; if a result is not reached on the first ballot, the town or city receiving the least number of votes shall be dropped and balloting shall continue until a selection is made. All expenses of such election shall be borne by the International Typographical Union.

SEC. 4. No person other than duly elected delegates and officers and persons invited to do so by the President shall be accorded the privilege of the floor during the sessions of the International Union, except by unanimous consent of the convention; but, when requested, a representative of the American Newspaper Publishers' Association, the Union Employers Section, Printing Industry of America, Inc., shall be heard on important changes in the laws affecting their interests.

SEC. 5. No printed matter shall be allowed to be distributed in any convention of this union unless it bears either the Allied Printing Trades Council or the Typographical Union Label.

SEC. 6. A majority of the members in attendance on the first day of any session of the International Typographical Union shall be necessary to form a quorum for the transaction of business on any day during the convention.

COMMITTEES

SEC. 7. As soon as practicable after the election of delegates to the International Typographical Union by subordinate unions, and at least thirty days before the meeting of the convention, the President or President-elect who will preside at the convention shall appoint a committee on laws, to be composed of seven delegates-elect. To this committee the Executive Council shall submit such information, data and propositions as shall be deemed necessary to amend and improve the constitution, bylaws and general laws. It shall be competent for any subordinate union, or delegate-elect, to submit such information, data or proposition.

SEC. 8. The committee shall meet at the city where the International Union is to convene at least five days before the beginning of the session, and shall proceed assiduously to consider all such information, data and propositions. It shall submit a printed report in full of all propositions favorably acted upon and the full text of all propositions adversely acted upon. To this committee all amendments submitted during the session shall be referred without debate. It shall have leave to sit during the session, and shall have the right to report at any time to the convention.

SEC. 9. The credentials of the above committee shall be passed upon by the Executive Council.

SEC. 10. The President shall, immediately after the roll call on the first day of the convention, appoint the following standing committees:

(a) A Committee on Returns and Finances.—To which shall be referred for review the report of the Secretary-Treasurer. This committee shall make an examination of the financial status of the International Union and shall inspect and report upon all checks, drafts and other assets of the organization in the hands of the Secretary-Treasurer, as shown by his report. To this committee shall be referred all propositions involving an expenditure of money that are presented during the session of the convention.

(b) A Committee on the Union Printers Home.—To which shall be referred all business relating to the Home.

(c) A Committee on Subordinate Unions.—To which shall be referred all petitions, memorials, and communications from said unions, and such other matters as this union may direct.

(d) A Committee on Miscellaneous Business.—To which shall be referred all business not otherwise provided for.

(e) A Committee on Appeals.—Provided no objections are entered. If objections be raised, the convention shall then vote on the question, "Shall the President appoint a committee on appeals to be composed of seven members of the body?" A majority vote shall decide the question. If the decision be in the affirmative the President shall appoint the committee. In event the action taken is in the negative, the convention shall nominate and elect the committee. To this committee shall be referred all appeals from decisions of the Executive Council that are properly submitted, as is provided in the laws of this organization. The committee shall carefully examine the evidence brought before it, and report a resolution sustaining or dismissing the appeal.

SEC. 11. The above-named committees shall consist of such number of delegates, not less than seven, as to the President may appear advisable, and the first-named member of such committee shall be the chairman.

SEC. 12. Special committees shall be appointed only when it becomes necessary to relieve standing committees, or advisable when proposed legislation requires more time for examination and consideration than the standing committee can devote thereto. Each special committee shall consist of such number of delegates, not less than seven, as to the President may appear advisable, and no delegate shall be appointed on such committee unless present at the meeting at which the appointment is made.

SEC. 13. Every officer of the International Union shall put in draft form all proposed legislation that may be recommended in his address or report, and lay such draft before the proper committee.

SEC. 14. Every committee to whom is referred any resolution, draft, or amendment of a law, or any amendment or alteration of the constitution, bylaws, or general laws shall report back the full text of the same, with such amendments thereto, or substitute therefor, as said committee may deem needful for perfecting such proposed legislation.

SEC. 15. Every committee to whom is referred, with or without instruction, any communication, report or address or part thereof, containing recommendations, suggestions, or requests for or of legislation, shall draft in proper form the subject matter to be proposed, as made known in said address, report or communication, and report the same to the union.

SEC. 16. A majority of a committee shall constitute a quorum for the transaction of business.

SEC. 17. All reports of committees shall be presented in writing and signed by the members offering the same.

SEC. 18. Committees shall have authority to indicate what argument or data submitted shall be printed in the daily proceedings or minutes.

SEC. 19. The International Union, in convention assembled, calls to the attention of the executive the importance of giving to the smaller unions a fair and equitable apportionment of the appointment of committees.

ARTICLE II—STANDING RULES

ORDER OF BUSINESS

1. Roll Call and Reading of Minutes.
2. Reports of Standing Committees.
3. Reports of Select Committees.
4. Petitions, Memorials, Correspondence, etc.
5. Resolutions, Motions, Notices.
6. Unfinished Business.

THE PRESIDING OFFICER

1. The presiding officer shall take the chair at the time appointed for the union to meet, and immediately call the members to order; and, at the instance of ten members, may order the attendance of absent members who are in the city where and at the time the meetings are held.

2. The presiding officer is empowered to and shall preserve order and decorum; and if any member transgresses the rules, the presiding officer shall, or any member may, call him to order, in which case the member called to order shall immediately resume his seat until the point of order has been decided by the presiding officer, or, if appealed, by the union.

3. The presiding officer shall have the right to decide all questions of order, subject to an appeal to the union.

4. The presiding officer shall appoint all committees, unless otherwise ordered by the union.

THE MEMBERS

5. When a member is to make a motion or to speak to the question, he shall rise in his seat and respectfully address the presiding officer; when recognised, he shall give his name and union, and shall confine himself to the question under consideration.

6. No member shall speak more than twice on any question, nor more than ten minutes at any one time, without consent of the union.

7. Any member may call for a division of the question when the same will admit thereof.

8. Every member present shall vote on a question when put, unless the union, for special reasons assigned, shall excuse him.

9. No member shall leave the room during the sessions of the union without the permission of the presiding officer.

MOTIONS

10. When a motion is made and seconded it shall be deemed to be in possession of the union and shall be stated by the presiding officer; or, being in writing, shall be delivered to the Secretary and read previous to debate.

11. After a motion is stated by the presiding officer, or read, it may be withdrawn by the mover, at any time previous to an amendment or final decision, by consent of the union.

12. When a question is under debate, no motion shall be received but to adjourn; to lay on the table; for the previous question; to postpone to a certain day; to commit, or to amend—which several motions shall have precedence in the order in which they stand arranged. The motion for adjournment shall always be in order; that and the motion to lay on the table shall be decided without debate.

13. A motion for the "order of the day" shall take precedence of all other business, except a motion to adjourn or a question of privilege.

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14. When a motion or question has once been put and carried, it shall be in order for any member who voted in the majority to move for a reconsideration thereof; but a motion to reconsider, having been put and lost, shall not be renewed.

15. No motion to amend the minutes, by striking out words or sentences, shall be admissible, unless they contain some error of fact or grammar.

16. All motions and resolutions, unless merely affecting the order of business, shall be submitted in writing.

17. A motion to suspend the rules must receive the concurrence of two-thirds of the members present, and shall be decided without debate.

18. All motions, resolutions, recommendations or decisions of the executive officers that are sustained, intended to be mandatory, and amendments to or alterations of the constitution, bylaws or general laws, must be drafted in proper form by party or committee submitting them, stating article or section to be amended.

COMMITTEE AS A WHOLE

19. On going into the committee of the whole, the presiding officer shall name some member to act as chairman of the committee, who shall occupy the chair and conduct the business while in committee.

20. When the committee is ready to report, the chairman shall take the floor (the presiding officer resuming the chair) and make known in proper form the action or result arrived at by the committee, and the same shall be entered upon the minutes of the union.

THE QUESTION AND VOTE

21. All questions, unless otherwise provided for, shall be put in or near this form: "As many as are in favor of (as the case may be) say, Aye; those opposed, No,"-and in doubtful cases the President may direct, or any member call for, a division.

22. A motion for the previous question shall not be entertained unless seconded by twenty-five members of the union and shall be decided without debate.

23. When so made, the question shall be put in these words: "Shall the main question be now put?" and if decided in the affirmative, shall preclude all further amendment and debate of the question. When there shall be pending amendment, the question shall first be taken upon the amendments in their order, and then on the main question.

24. In filling blanks, the largest sum and the longest time shall be put first.

25. The ayes and noes shall be taken and recorded upon any question before the union upon the call of twenty-five members, but such call shall not preclude amendments before the main question is put.

26. While the Secretary is calling the ayes and noes, the members shall vote inside the bar; and it shall not be in order for any member to explain his vote during the call, unless unanimous consent of the union be given.

27. All questions, unless otherwise provided for, shall be decided by a majority of the votes cast.

MISCELLANEOUS

28. All resolutions, petitions, memorials, etc., shall be referred to their appropriate committees without debate except in cases where there is no opposition to their immediate consideration.

29. To impugn the motives of officers, members or committees, or to use reviling or degrading language toward them or the union, shall be considered a breach of order, and punishable by such discipline as the union may see fit to impose.

30. At each annual convention the Secretary-Treasurer shall read to the convention a list of former delegates who have died while in good standing in the union whose names have not previously been added to the list of deceased ex-delegates and of whose demise he has been notified by local unions or by delegates to the convention prior to August 1. No objection being made the names of deceased ex-delegates so read shall be added to the list of deceased ex-delegates and the convention shall arise and remain standing for one minute as a tribute of respect to its former members.

31. In the absence of a standing rule, reference shall be had to "Robert's Rules of Order" as the guide of the union.

ARTICLE III—ALTERATION OF CONVENTION LAW

SECTION 1. These convention laws may be amended by a two-thirds of the members present at any session of the annual convention, and as amended may, if so directed, become effective immediately. Any amendment shall first be referred to the Committee on Laws and printed in the daily proceedings. The Committee on Laws shall act and report on such a proposal as early as possible.

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THE UNION PRINTERS HOME

1964

CHARTER

Know all men by these presents: That we, August Donath, of the city of Washington, in the District of Columbia; John D. Vaughan, of the city of Denver, in the state of Colorado; William S. McClevey, of the city of Indianapolis, in the state of Indiana; James J. Dailey, of the city of Philadelphia, in the state of Pennsylvania; Edward T. Plank, of the city of San Francisco, in the state of California; Columbus Hall, of the city of Washington, in the District of Columbia; Frank S. Pelton, of the city of Chicago, in the state of Illinois; Amos J. Cummings, of the city of New York, in the state of New York; William Aimison, of the city of Nashville, in the state of Tennessee; William H. Parr, of the city of Toronto, in the Dominion of Canada; Will Lambert, of the city of Houston, in the state of Texas, and James G. Woodward and George W. Morgan, both of the city of Atlanta, in the state of Georgia, being all and the survivors of all members and original incorporators of The Union Printers Home, a corporation organized heretofore, to-wit: on the twenty-fourth day of September, A. D., 1890, under and in accordance with the laws of the state of Colorado, providing for the organization of corporations for non-profitable purposes, do hereby make, execute and acknowledge in this certificate of writing, all pursuant of the recommendation of the Board of Trustees of said corporation by resolution expressed, our intention so to alter and amend the articles of incorporation of said The Union Printers Home, to the end that its objects shall be more fully defined and its purposes more economically and prudentially executed and administered as that:

First—The corporate name and style of the corporation shall be The Union Printers Home.

Second—The objects and purposes for which said corporation is formed are to provide and maintain a home for afflicted and aged and infirm union printers, and to procure and furnish such means, care and attention as may be required for the comfort and treatment of persons domiciled at said Union Printers Home, reserving to the Board of Trustees thereof the management and control of said Union Printers Home and the power to exclude therefrom persons suffering from such diseases as said Board of Trustees may deem it inexpedient to admit, contemplating the suppression of vice, and immorality, the advancement of skill, order and health, and the promotion of industry and happiness among and in the craft of printers to provide for the support, care and maintenance of families of persons then or therefore domiciled at said Home; to receive devises and bequests and to accept and execute trusts not inconsistent with its objects and purposes.

Third—The membership of said corporation shall at no time exceed seven. No person shall be eligible to membership therein except members in good standing of the International Typographical Union. The eligibility of candidates for membership in this corporation shall be determined by the members thereof at their annual meetings, or at any other meeting called for that purpose: Provided, however, That no candidate shall be considered except he shall have been recommended by the International Typographical Union, and in considering such candidate priority shall be given in the inverse order of the recommendations. Existing vacancies in the membership, whether caused by death, resignation or otherwise, shall be filled at the meeting of members first succeeding the occurrence of such vacancy.

Fourth—The prudential affairs of said corporation shall be managed and controlled by a Board of Trustees having seven members. The Board of Trustees may make bylaws and from time to time may alter, amend or repeal any bylaws. Standing or special committees may be appointed as provided by the bylaws, and such committees shall have and may exercise such powers as shall be conferred or authorized by the Board or by the bylaws.

Fifth—Such of the original incorporators of said corporation as may not be herein named as succeeding members shall be deemed to have resigned, and it is now hereby agreed and declared that such succeeding members shall be and are: August Donath, James J. Dailey, Frank S. Pelton, Edward T. Plank, W. S. McClevey, Columbus Hall, James G. Woodward.

Sixth—The names of the members of said Board of Trustees who have been selected to act as such during the first year of the existence of said corporation under these amended articles of incorporation are: August Donath, James J. Dailey, Edward T. Plank, Frank S. Pelton, William S. McClevey, Columbus Hall and James G. Woodward.

In Testimony Whereof, We have hereunto set our hands and seals this 19th day of April, A. D., 1892.

August Donath, [*Seal.*]
John D. Vaughan, [*Seal.*]
William S. McClevey, [*Seal.*]
James J. Dailey, [*Seal.*]
Edward T. Plank, [*Seal.*]
Columbus Hall, [*Seal.*]
Frank S. Pelton, [*Seal.*]
Amos J. Cummings, [*Seal.*]
William Aimison, [*Seal.*]
W. H. Parr, [*Seal.*]
Will Lambert, [*Seal.*]
James G. Woodward, [*Seal.*]
George W. Morgan, [*Seal.*]

Signed, sealed and delivered in presence of:

CONSTITUTION.

1964

Article I

The name of this corporation is The Union Printers Home.

Article II

This corporation is formed to provide and maintain a home for invalid and aged and infirm members in good standing of the International Typographical Union of North America, a voluntary association (unincorporated) whose principal office is located in the city of Colorado Springs, in the state of Colorado, and to procure and furnish such means, care and attention as may be required for the comfort and treatment of persons domiciled at said Union Printers Home, reserving to the Board of Trustees thereof the power to exclude therefrom persons suffering from such diseases as such Board of Trustees may deem it inexpedient to admit, contemplating the suppression of vice and immorality, the advancement of skill, order and health, and the promotion of industry and happiness among and in the craft of printers.

Article III

The domicile of this corporation shall be at the Home by it maintained at the city of Colorado Springs, in the state of Colorado, and its principal executive office shall be at the city of Colorado Springs, in the state of Colorado.

Article IV

This corporation shall have a perpetual existence.

Article V

The membership of said corporation shall at no time exceed seven. No person shall be eligible either to election to membership or to the retention of membership therein except members in good standing of said International Typographical Union. The eligibility of candidates for membership in this corporation shall be determined by the members thereof at their annual meetings or at any other meeting called for that purpose: Provided, however, That no candidate shall be considered except he shall have been recommended by said International Typographical Union, and in considering such candidates priority in filling vacancies shall be given to the candidate receiving the highest number of votes in the referendum election for nominees of the International Typographical Union for the office of trustee of the Union Printers

Home. Provided further, Members who are re-elected shall have priority to succeed themselves over other nominees. Existing vacancies in the membership, whether caused by death, resignation or otherwise, shall be filled at the meeting of members first succeeding the occurrence of such vacancy. Any member of this corporation may be expelled for ineligibility, or for the commission of an indictable offense, or for violation or willful disregard of his duties of membership. Such expulsion may be effected by a two-thirds vote of any regular meeting or at any special meeting called for that purpose, at which a quorum is present in person or by proxy.

Article VI

This corporation may, by its proper officers, accept property, real, personal or mixed, in trust, and pursuant of such acceptance may act as trustee: Provided, however, That no trust shall be accepted nor shall any act as trustee be done, inconsistent with the objects and purposes for which this corporation was created, or which would divert said corporation from the proper administration of its affairs.

Article VII

The powers and duties of officers, the manner of creating or filling vacancies in the membership or in any office or on any board or committee, the time and place of meetings and the method of procedure thereat, and all other matters pertinent to the management and control of the affairs of said corporation not herein provided for shall be prescribed by the bylaws.

Article VIII

No alterations or amendments shall be made in this constitution except at a regular meeting of the members or at a special meeting called for that purpose, and after one month's notice in writing has been given to each member of the substance of the proposed change. No change shall be made except by a two-thirds vote of any competent meeting, at which a quorum is present in person or by proxy.

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ARTICLE I—MEMBERSHIP

SECTION 1. It shall be the duty of each member of this corporation to preserve his good standing as a member of the International Typographical Union of North America, a voluntary association (unincorporated), whose principal office is located at the city of Colorado Springs, in the state of Colorado, to comply with its orders and regulations, and to discharge faithfully his duties and obligations thereto, for as much as this corporation is sustained by the members of that union, and for as much as the objects and purposes of the two bodies are similar to this, to-wit: That each contemplate the suppression of vice and immorality, the advancement of skill, order and health, and the promotion of industry and happiness among and in the craft of printers.

SEC. 2. Any member of this corporation who shall have ceased to be a member in good standing of said International Typographical Union, or who shall have otherwise become liable to expulsion from this corporation, shall forthwith, upon the occurrence of such delinquency, be notified in writing of the fact by the Secretary of the corporation, or if he be disqualified by interest or refuse to act, then by any member of the Board of Trustees. Such notice shall call for the resignation of such delinquent member. If the member so notified be not within thirty days thereafter heard from, he shall be deemed to have resigned, and the proper officer of the corporation shall thereupon enter on record in the books of the corporation the fact of such resignation, and shall forthwith proceed as hereinafter provided for the filling of vacancies. But if such delinquent member upon being so notified shall answer that the charges against him are not true or that he refuses to resign, then he may be expelled from membership as hereinafter provided.

SEC. 3. Expulsion of a member shall be by a two-thirds vote of any regular meeting, or any special meeting called for that purpose, at which a quorum of members is present in person or by proxy. Any member who believes that any other member has by misconduct become liable to expulsion shall, as a privileged communication, report in writing his reasons for such belief to the Secretary, or if the Secretary be the person who is so delinquent, then to the several members. If the Secretary, or otherwise a majority of the members, deem the reason so stated sufficient to warrant an investigation, the person so accused shall be notified of the substance of the charge made, and shall be requested to resign, or, upon refusal, to be prepared to make his defense against the charges at a time and place to be in said notice named: Provided, however, That thirty days' time be given between the filing of charges and the investigation thereof. At such meeting the

charges made and the answer of the accused shall be fully investigated. Upon the conclusion of such investigation a vote shall be taken on the question, "Have the charges made been sustained?" If the requisite vote be cast in the affirmative, the accused shall thereby be deemed expelled. The proceedings of meetings as to the expulsion of members shall be strictly private and all communications made thereat shall be privileged.

SEC. 4. Each person upon his election to membership in this corporation, and as a condition precedent to his competency to enter upon the discharge of his duties as such, shall appear before some person qualified by law to administer oaths, and make and subscribe to the following obligation, to-wit:

I, ..., of the city of ....,

in the state of ...., do solemnly swear that I will support the Articles of Incorporation, the Constitution and Bylaws and all orders, rules and regulations of The Union Printers Home; that I will faithfully discharge the duties of any office or position to which I may be called as a member of said corporation; that at the expiration of my term of membership I will render to said corporation my resignation as such member and will surrender to said corporation at the same time all property, rights and things to it belonging and in my possession or under my control that at any time during my incumbency in any office or position in said corporation I will, when called upon so to do by any authorized officer or agent, make a detailed report of the condition of any or all matters in my keeping or under my control, and that I will furnish every facility within my power for the verification of such report by the inspection of books and papers or otherwise as may be required.

Any breach of this obligation shall be deemed unlawful and for any damage sustained thereby on the part of said corporation of any person interested as cestui que trust in any property by it held, I agree that judgment may be taken against me in any court of competent jurisdiction, collectible with attorney's fees and without the benefit of exemption and without relief of valuation or appraisement laws.

....

Before me ...., in and for the city of

...................., in the county of ...., and state of

................, personally came the above-named ....

.... and voluntarily made and subscribed to the foregoing obligation.

Witness my hand and official seal this .... day of

......................, A. D., 19.......

....

(Official character) ....

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Such obligation, when executed, shall be forthwith forwarded to the Secretary of the corporation, who shall, upon receipt thereof, issue to such member a certificate of membership, which shall entitle the person therein named to assume the duties of membership in said corporation.

ARTICLE II—MEETINGS

SECTION 1. The fiscal year of the corporation shall end annually on the first Saturday after the first Monday in November, and on that day the annual meeting of the members shall be held at such hour as shall be named in the notice thereof. Such meetings shall be held for the purpose of receiving and acting on the annual reports of officers, of electing new members and officers and of transacting such other business as may properly come before the meeting.

SEC. 2. Special meetings of the members may be called at any time by the President, or by any three members, on thirty days' notice in writing being given to each member. A copy of such notice, mailed to each member at his place of residence, as shown by the Secretary's books, shall be deemed sufficient notice. The notice of call of each meeting, except regular meetings, shall state the substance of such business as may come before said meeting, and no business shall be transacted at such special meeting except it shall have been so stated.

SEC. 3. All votes shall be by ballot.

SEC. 4. At meetings of the members the order of business shall be as follows:

First—Roll call of (1) officers and (2) members.
Second—Reading and correcting minutes of last meeting.
Third—Communications.
Fourth—Reports of officers.
Fifth—Reports of standing committees.
Sixth—Reports of special committees.
Seventh—Unfinished business.
Eighth—New business.
Ninth—Election of (1) members and (2) officers.
Tenth—Installation of (1) members and (2) officers.
Eleventh—Adjournment.

SEC. 5. The Board of Trustees of The Union Printers Home shall meet annually at The Union Printers Home in Colorado Springs, Colorado, on such date as they may select, all expenses of said meeting to be defrayed from The Union Printers Home Fund. The mode of procedure herein prescribed as to meetings of members of the corporation shall govern in the meetings of the Board of Trustees and all committees in so far as it may be applicable.

ARTICLE III—OFFICERS

SECTION 1. There shall be elected by the members of the corporation a Board of Trustees of seven members, who shall manage the prudential affairs of the corporation, and be the supreme authority in all matters of administration. At the first election three of said Trustees shall be elected for the term of one year, two for two years and two for three years.

As said terms respectively expire, successors shall be elected for terms of three years, except in cases of filling an unexpired term; then the election shall be for such time as the original incumbent would have served. Said board shall organize by electing annually a President, a Vice-President, and a Secretary-Treasurer, who shall hold their respective offices until their successors are elected and qualified.

PRESIDENT

SEC. 2. It shall be the duty of the President to preside at the meeting of members and of the Board of Trustees and to preserve order therein; to enforce compliance with the Articles of Incorporation, the constitution and bylaws, and all orders and regulations of the corporation; to call special meetings of the corporation when requested in writing so to do by two-thirds of the members; and to see that all property of the corporation or in its control is properly cared for. He shall see that all moneys belonging to the corporation are properly deposited in responsible banks, in the name of the corporation, as such, and money shall be drawn from such fund only by check signed by the President and Secretary-Treasurer of the corporation.

He shall appoint all committees and shall be ex officio a member thereof. He may suspend any officers or agent of the corporation, pending action of the Board of Trustees or of the members, as the case may be, if, in his judgment, the welfare of the corporation requires such action. He shall annually appoint the following standing committees of the Board of Trustees, to consist of three members each: Finance, Admission and Rules, and one member of the Executive Committee, who, with the President and Secretary-Treasurer, shall constitute that committee. He shall do all such other acts as are ordinarily incumbent upon the chief executive officer of a corporation.

VICE-PRESIDENT

SEC. 3. In the event of the death or resignation of the President, or his inability or failure to perform his duties, the Vice-President shall perform all the duties and have all the powers of the President.

SECRETARY-TREASURER

SEC. 4. The Secretary-Treasurer shall keep the records of the corporation. He shall record in books kept for that purpose the names and postoffice addresses of the members of the corporation, and dates on which they were respectively elected, the names of officers and committees and the proceedings of meetings of the members and the Board. The Secretary-Treasurer shall have the custody of all moneys belonging to the corporation and of all certificates of loan or other evidence of investments, which he shall exhibit once a year, or oftener, if required by the President, or by the Board of Trustees; he shall, under the direction of the President, deposit all funds in some responsible bank or banks, in the name of the corporation, and shall procure interest thereon when possible and cover the same into the treasury of the corporation; he shall disburse moneys only by check signed by the President and the Secretary-Treasurer; he shall keep a full and correct account of all moneys received and of all moneys disbursed; he shall pay only such bills as are approved by the Finance Committee or the President; he shall give a bond to the corporation from a solvent guarantee company in the sum of $25,000, and shall, as to each separate fund or property held in trust by the corporation, give a bond to the Board of Trustees, as trustees for such fund or property, in such sum as the instrument creating such trust shall direct. All bonds shall be conditioned for the faithful performance of his duties. The Secretary-Treasurer shall also furnish the Board with a monthly statement of receipts and disbursements, and shall also publish the same each month in The Typographical Journal. He shall perform such other duties as are ordinarily incumbent upon the Secretary-Treasurer of a corporation or board of trustees.

EXECUTIVE COMMITTEE

SEC. 5. The Executive Committee shall have power to do any acts relating to the affairs of the corporation which the Board of Trustees could lawfully do, and which the Board of Trustees may entrust to said committee. It may meet from time to time, and may adjourn from place to place as it thinks proper for carrying into effect the purposes of its appointment.

FINANCE COMMITTEE

SEC. 6. The Finance Committee shall audit all accounts and claims and shall in writing report upon the feasibility of all contemplated expenditures of an extraordinary character.

ADMISSION COMMITTEE

SEC. 7. The Admission Committee shall, before any action is taken on any application for membership in the corporation or for admission to any institution or place under the control of this corporation, examine the qualifications of the applicant, and if such person be ineligible in the opinion of the committee, the application shall be rejected, but the right of appeal shall lie to the Board of Trustees from any decision of the committee.

COMMITTEE ON RULES

SEC. 8. The Committee on Rules shall have the powers and perform the duties ordinarily incumbent upon judiciary committees. It shall act co-ordinately with the Solicitor of the corporation in all matters referred to it by the President or Board of Trustees, or any other committee thereof. It shall prescribe the rules for the government of servants of the corporation and for the conduct and behavior of persons admitted to any institution or place under the control of the corporation.

ARTICLE IV—SERVANTS OF THE CORPORATION

SECTION 1. The President shall, with the concurrence of the Board of Trustees, appoint a Superintendent and Matron for the institution under the management and control of the corporation, who shall reside upon the premises and who shall not be discharged except for cause and with the concurrence of the Board of Trustees. The Superintendent shall purchase all supplies needed by the institution and shall keep an account thereof; he shall make a detailed report each month to the Finance Committee. The Matron shall supervise the household duties of the Home and of medical social work. The compensation of the Superintendent and Matron shall be fixed by the Board of Trustees.

SEC. 2. The President may annually appoint a Solicitor, who shall attend to the legal business of the corporation.

ARTICLE V—ADMISSION OF RESIDENTS

SECTION 1. Every application for admission into any institution under the management and control of this corporation shall be made in writing, setting forth the name, age and residence of the applicant, and such other information as the Committee on Admission may require, contemplating the competency of such person to share in the benefits and resources of the fund or trust to which his application is directed. All nominations shall be received by the Secretary and recorded in the order of presentation in a book kept for that purpose, and shall be referred upon receipt to the Committee on Admission, upon whose favorable report the application shall be accepted and the applicant admitted.

SEC. 2. Each candidate for admission shall make application through the subordinate union of said International Typographical Union of which the applicant may be a member in good standing. Each application shall be endorsed by the president and secretary of the subordinate union to which the candidate belongs, and the seal of the union shall be attached thereto.

ARTICLE VI—REORGANIZATION OF THE CORPORATION

Whereas, There has of recent date been a reorganization of this corporation, made pursuant of a resolution adopted by the Board of Trustees of The Union Printers Home, as organized on the 24th day of September, A. D., 1890, which resolution was as follows, to-wit:

Whereas, It has been reported to this corporation by its Solicitor that a reorganization is requisite in order to accomplish more readily and economically the purposes for which the corporation was formed; and

Whereas, It is desirable that this corporation be competent to execute trust consistent with its own purposes; therefore be it

Resolved, That steps be taken forthwith to reorganize this corporation, to the ends following, to-wit:

First—That the number of members of the corporation be reduced from thirteen to seven.

Second—That a Board of Trustees be created with power to manage and control the prudential affairs of the corporation, and with authority to delegate duties to competent committees to the end that the administration of the affairs of the corporation may be attended with less expense.

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Third—That the corporation be made competent to accept and execute trusts consistent with its own purposes.

Fourth—That such other functions and duties may be defined and assumed as are consistent with the general design of the corporation, and as were contemplated in its original organization, but defectively provided for; and

Whereas, At the time of said reorganization and as a means of effecting the same, the following named persons resigned their membership therein and released and surrendered all their rights, privileges, benefits and advantages thereunto appertaining, to-wit: John D. Vaughan, Amos J. Cummings, George W. Morgan, Will Lambert, William Aimison, William H. Parr.

Now, Therefore, Be it resolved and enacted as a bylaw of this corporation, that all the acts of and essential to said reorganization, on the part of said John D. Vaughan, Amos J. Cummings, George W. Morgan, Will Lambert, William Aimison, William H. Parr, and of said The Union Printers Home as originally incorporated by, and the same as hereby in all respects confirmed, ratified and adopted by this corporation as the acts of this corporation, and that any and every liability of said parties on account of such reorganization be and the same are hereby assumed by this corporation.

ARTICLE VII—THE HOME AT COLORADO SPRINGS

Whereas, The members of the International Typographical Union of North America have, by their individual efforts and with their separate means, procured land for the required site therefor, and the erection and construction at Colorado Springs, in the state of Colorado, of an institution or home for invalid and aged and infirm members, in good standing, of the said International Typographical Union; and

Whereas, The said members have in like manner and by like means provided an endowment for said institution or home, by which the same may be maintained and supported; and

Whereas, The objects and purposes of said International Typographical Union and of this corporation are similar and alike in this, to-wit: That each contemplates the suppression of vice and immorality, the advancement of skill, order and health, and the promotion of industry and happiness among and in the craft of printers; and

Whereas, This corporation is supported and maintained by the members of said International Typographical Union; and

Whereas, Said institution or Union Printers Home at Colorado Springs is now completed and ready for occupancy and the equitable title thereto is vested in trustees of the members of said union; and

Whereas, With the belief that said Union Printers Home could be more economically and prudentially managed by this corporation than by the members of said union, who are of great number and widely scattered over the United States and Canada, it has been proposed that this corporation take in trust for said members the title to said Home.

Now, Therefore, Be it resolved and enacted as a bylaw of this corporation, that the deed of trust for said land, executed on the 17th day of May, A. D., 1892, to this corporation be, and the same is hereby accepted, and this corporation, pursuant of such acceptance, undertakes to act as trustee in carrying out the trust by said deed created and which is expressed in the words and figures following, to-wit:

"This Deed, Made this seventeenth day of May, in the year of our Lord one thousand eight hundred and ninety-two, between Edward T. Plank, William S. McClevey and Columbus Hall, as trustees for the International Typographical Union of North America, a voluntary association (unincorporated), whose principal office is located at the city of Indianapolis, in the state of Indiana, parties of the first part, and The Union Printers Home, a corporation organized under and by virtue of the laws of the state of Colorado providing for the organization of corporations for nonprofitable purposes, party of the second part.

"Witnesseth, That the said parties of the first part, by virtue of the authority in them confided as said trustees, and in consideration of the conditions and the trust and confidence hereinafter recited, defined and declared.

"Have granted, bargained, sold and conveyed and by these presents do grant, bargain, sell and convey and confirm unto the said party of the second part as said trustee, to its successors and assigns forever, all the following described lots and parcels of land situate, lying and being in the county of El Paso, in the state of Colorado to-wit: The West half of the southwest quarter of section sixteen [illegible], township fourteen (14) south, range sixty-six [illegible]; containing eighty (80) acres, more or less, together with all and singular the hereditaments and appurtenances thereto belonging or in any wise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof and all the estate, right, title, interest, claim and demand whatsoever of said parties of the first part, or either of them, either in law or in equity of, in and to the above-bargained premises with the hereditaments and appurtenances.

"To have and to hold the said premises above bargained and described with the appurtenances unto the party of the second part as said trustees, its successors and assigns forever:

"Provided, always, And this conveyance is made upon the express condition of the performance of the trust and confidence herein and hereby declared, as follows, to-wit:

"Whereas, The members of the said International Typographical Union of North America have by their individual efforts and with their separate means procured the above-described land for a situs, and the erection and construction thereon of an institution or home for invalid and aged and infirm members in good standing of the said International Typographical Union; and

"Whereas, The said members have in like manner and by like means provided an endowment for said institution or home by which the same may be maintained and supported; and

"Whereas, The object and purpose of said International Typographical Union and of said grantee herein, viz.: The Union Printers Home, are similar and alike in this, to-wit: That each contemplates the suppression of vice and immorality, the advancement of skill, order and health, and the promotion of industry and happiness among and in the craft of printers; and

"Whereas, Said institution or home is now completed and ready for occupancy and the title thereto is vested in trustees of the members of said union; and

"Whereas, Said home could be more economically and prudentially managed by said The Union Printers Home than by members of said International Typographical Union, who are of great number and widely scattered over the United States and Canada.

"Now, Therefore, To obtain and secure these desirable ends, and for no other purpose, this deed of conveyance is executed, vesting in said corporation, as trustee, the title of and to said real estate:

"First—Out of and with funds provided by the said International Typographical Union of North America the said party of the second part shall supply said institution or home with plain and suitable furniture, apparatus and all other matters needful to carry the general design of this trust into execution.

"Second—After said institution or home shall have been supplied with plain and suitable furniture, apparatus and all other matters needful to carry into execution the general design of this trust, the unexpended residue of the endowment provided by said International Typographical Union and the income, issues and profits thereof, together with any income, issues and profits arising from and out of the sale or lease of any part of the above-described land shall be applied to maintaining the said institution or home according to the directions herein.

"Third—Forthwith upon said party of the second part entering into possession under this deed, the Treasurer of said corporation shall execute to said corporation his good and sufficient bond in the penal sum of $25,000, lawful moneys of the United States, conditioned upon the faithful performance of his duties as such Treasurer in caring for the funds and property of this trust which may come into his possession. Such bond shall be executed in compliance with the laws of the state of Colorado and shall be construed according to said laws. Annually thereafter said Treasurer shall in like manner execute a similar bond: Provided, however, That the penal sum of any subsequent bond so given shall be in such amount as said corporation by its proper officers may direct.

"Fourth—That said institution or Union Printers Home shall be organized as soon as practicable by the selection of competent officers and servants, and to accomplish that end more effectually due notice of the intended opening shall be given.

"Fifth—A competent number of officers, physicians and surgeons, nurses, servants, and other necessary agents shall be selected, and when needful their places from time to time be supplied. They shall receive adequate compensation for their services; but no person shall be employed who shall not be of tried skill in his or her proper department, of established moral character, and in all cases persons shall be chosen on account of their merits and not through intrigue or favor: Provided, however, Nothing herein shall prevent any resident of said Union Printers Home from rendering such gratuitous service as he may be able and willing to render.

"Sixth—As many invalid and aged and infirm members of said International Typographical Union as the endowment shall be adequate to maintain in said Union Printers Home shall be introduced into The Union Printers Home as soon as possible, and from time to time as there may be vacancies or as increased ability from income may warrant, others shall be introduced.

"Seventh—On the application for admission an accurate statement shall be taken in a book prepared for the purpose, of the name, birthplace, age, health, condition as to relations, place from which sent, and other particulars useful to be known of such persons admitted.

"Eighth—No person shall be admitted as a resident of said Union Printers Home, except members in good standing of said International Typographical Union of North America, and such eligibility shall be determined by the proper authority of said corporation upon the f[illegible]presented in the application for admission: Provided, howeve ,—That in case of emergency, the President of the corporation may, on proper showing of urgency, admit an applicant to said Union Printers Home, pending investigation of the eligibility of said applicant to share the bounty of this trust: And provided, further, That the power be and is hereby reserved to the Board of Trustees of said The Union Printers Home to exclude therefrom persons suffering from such diseases as said Board may deem it inexpedient to admit, contemplating the suppression of vice and immorality, the advancement of skill, order and health, and the promotion of industry and happiness among and in the craft of printers.

"Ninth—Those persons whose admission application shall first be made shall be first introduced, all other things concurring, and at all future times priority of applications shall entitle the applicant to preference in admission, all other things concurring; but if there shall be at any time more applicants than vacancies, and the applicants be suffering from different afflictions, or be of different degrees of infirmity, then a preference shall be given (1) to the afflicted as against the infirm; (2) to those of the afflicted to whom the greatest probable good can be done by admission as against those to whom a less degree of good is probable; and (3) to those of the infirm whose infirmity is greatest. In all things it shall be the duty of said trustees, its officers and servants in the administration of the affairs of this trust to contemplate doing the greatest good with the resources at hand to

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the end that the welfare of this trust shall be conserved, and that the Home shall become and be an example worthy of emulation on the behalf of other crafts and orders.

"Tenth—The persons admitted into said Union Printers home shall be there fed with plain but wholesome food, clothed with plain but decent apparel (no distinctive dress ever to be worn) and lodged in a plain but safe manner; due regard shall be paid to their health, comfort and happiness, and to this end their persons, clothes and apartments shall be kept clean, and they shall have suitable and rational exercise and recreation. And as to the character of this exercise and recreation there shall be no restrictions, except that it shall be taken at timely hours, and shall be moral and temperate in all its respects. In this behalf much may be suggested to the Board of Trustees of said corporation by the topography and character of the grounds of the institution, and it is recommended without being made a duty of said Board, that landscape gardening, or some similar vocation, be undertaken on said grounds as a source of exercise and recreation to the persons domiciled at said Home. But no task or duty shall ever be imposed under the guise of exercise or recreation on any resident of said Home, nor shall any resident, officer or servant of said Union Printers Home be permitted to engage in any money-making scheme or act in connection with the property of said Union Printers Home: Provided, however, Nothing herein shall be construed as a restriction upon the clause of lease or sale hereinafter contained.

"Eleventh—No charge, tax, fee or assessment shall ever be made, levied or collected from any person domiciled at said Union Printers Home. Its bounty shall be unpurchasable, its charity shall be given without price: Provided, however, That nothing herein contained shall be construed to prohibit any person from making to said Union Printers Home an absolute and unqualified donation.

"Twelfth—No duty shall be required of any resident of said Union Printers Home except the duty of good behavior and compliance with such rules for the discipline and administration of said Union Printers Home as the Board of Trustees of said corporation in their wisdom, and contemplating the purposes of this trust, may adopt.

"Thirteenth—Should it unfortunately happen that any person admitted to said Union Printers Home shall, from malconduct, have become unfit longer to remain, and mild means of reformation prove futile, such person shall be expelled therefrom.

"Fourteenth—The death of any resident of said Union Printers Home shall forthwith, upon its occurrence, be communicated by telegraph to the President of said International Typographical Union, and the remains of the deceased shall, for a proper length of time, be held waiting the order of said President. But if no response be had within a proper time from said President, then the remains shall be interred in a part of the grounds of said Union Printers Home which shall have been set apart for that purpose. In the burial of its unclaimed dead, The Union Printers Home shall provide a plain but neat robe and other essential garments, and a plain but neat casket, with such auxiliaries as may be requisite. Each grave shall be appropriately marked with a plain marble headstone, bearing the name of the deceased. The date of each death, the cause thereof, the duration of illness, the time given for answer from the notice of death sent to the President of said International Typographical Union, the place of burial, the cost of burial, and other particulars useful to be known shall be recorded in a book kept for that purpose: Provided, however, That should the Board of Trustees of said corporation, or the civil authorities having jurisdiction thereof, deem it not advisable to set apart any portion of the grounds of said Union Printers Home for cemetery purposes, or if after such cemetery has been established, either said Board or said civil authorities shall deem it expedient to abate such cemetery, said Board of Trustees may, out of the funds of this trust remaining unexpended, procure other suitable place of burial, and in so doing extravagance shall be avoided, to the end that the greatest possible amount of the funds of this trust shall be preserved for the care of the living.

"Fifteenth—If at any time the Board of Trustees of said The Union Printers Home find it to be impracticable and inconsistent with the objects and purposes of this trust to maintain as a part of the grounds of said Union Printers Home so large a tract of land as that hereinbefore described, then they may lease or sell and dispose of any part of said land not exceeding sixty acres, as they may deem expedient: Provided, always, That the rents, issues and profits of any lease, sale or disposition of property so made shall be forthwith and wholly turned over to the Treasurer of said The Union Printers Home, to be applied to the same uses and purposes as are herein declared of and concerning said trust generally. If the sale of said sixty acres, hereinbefore mentioned, shall have been made, and thereafter it shall be by said Board of Trustees found impracticable, on account of any particular circumstances of the location of said Union Printers Home, or the failure of endowment, or other sufficient reason, longer to maintain said Union Printers Home, then said Board of Trustees may sell and dispose of the remainder of said land, and the buildings and structures thereon, as they may deem expedient: Provided, always, That the issues and profits of such second sale or disposition of property so made shall be forthwith and wholly turned over and surrendered to the Treasurer of said International Typographical Union to be thereafter used as said union may direct. Any deed made by said Board of Trustees pursuant of the authority herein conferred shall contain a covenant of general warranty.

"Sixteenth—None of the moneys, principal, interest or dividends, and none of the property of said trust or the rents, issues or profits thereof, or acquired or arising by the virtue of or incident to said trust or the administration thereof, shall ever be applied to any other purpose or purposes whatever than those herein mentioned and appointed.

"Seventeenth—Separate accounts, distinct from the other accounts of the corporation, shall be kept by said corpo-

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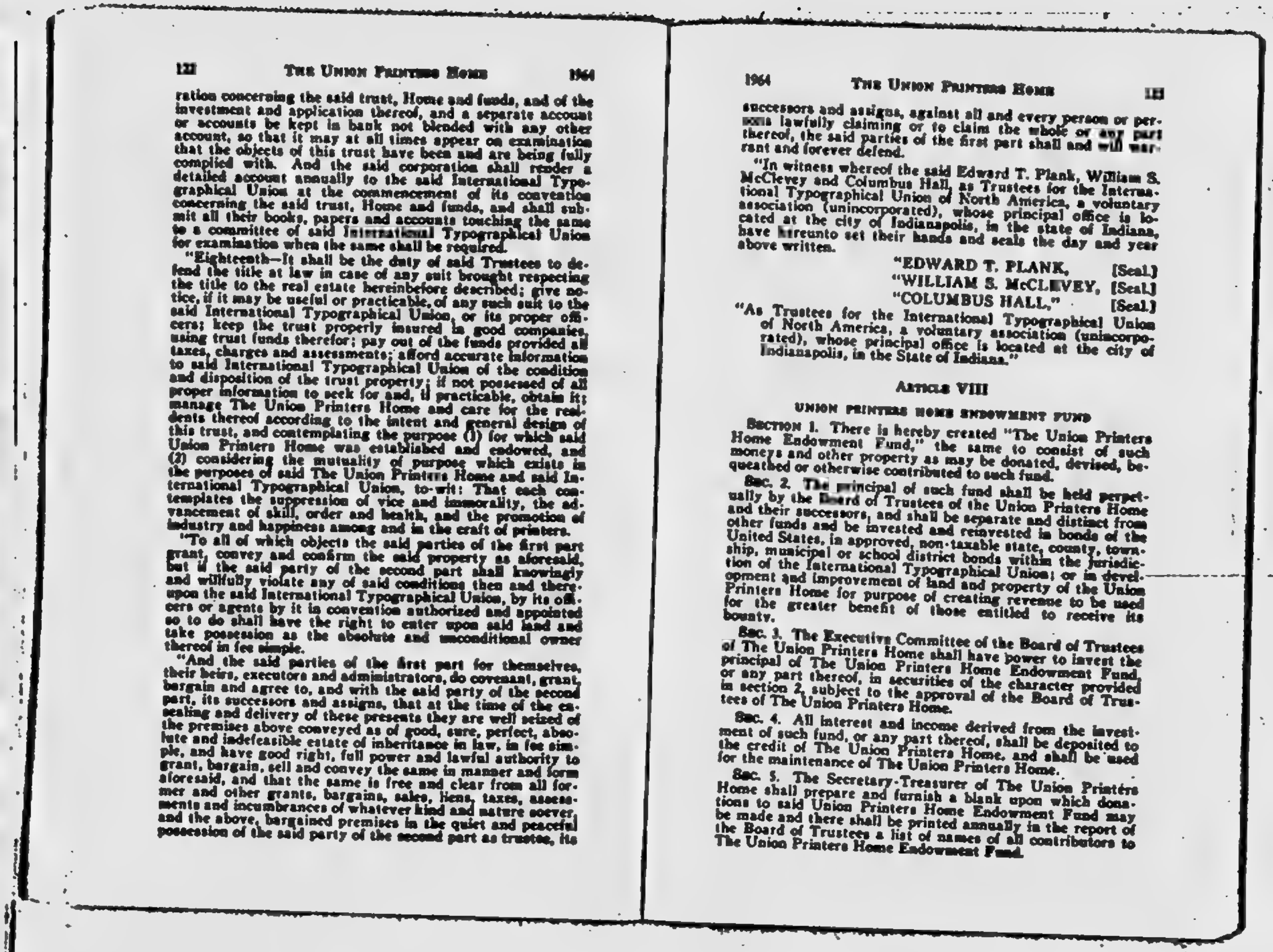

ration concerning the said trust, Home and funds, and of the investment and application thereof, and a separate account or accounts be kept in bank not blended with any other account, so that it may at all times appear on examination that the objects of this trust have been and are being fully complied with. And the said corporation shall render a detailed account annually to the said International Typographical Union at the commencement of its convention concerning the said trust, Home and funds, and shall submit all their books, papers and accounts touching the same to a committee of said International Typographical Union for examination when the same shall be required.

"Eighteenth—It shall be the duty of said Trustees to defend the title at law in case of any suit brought respecting the title to the real estate hereinbefore described; give notice, if it may be useful or practicable, of any such suit to the said International Typographical Union, or its proper officers; keep the trust properly insured in good companies, using trust funds therefor; pay out of the funds provided all taxes, charges and assessments; afford accurate information to said International Typographical Union of the condition and disposition of the trust property; if not possessed of all proper information to seek for and, if practicable, obtain it; manage The Union Printers Home and care for the residents thereof according to the intent and general design of this trust, and contemplating the purpose (1) for which said Union Printers Home was established and endowed, and (2) considering the mutuality of purpose which exists in the purposes of said The Union Printers Home and said International Typographical Union, to-wit: That each contemplates the suppression of vice and immorality, the advancement of skill, order and health, and the promotion of industry and happiness among and in the craft of printers.

"To all of which objects the said parties of the first part grant, convey and confirm the said property as aforesaid, but if the said party of the second part shall knowingly and willfully violate any of said conditions then and thereupon the said International Typographical Union, by its officers or agents by it in convention authorized and appointed so to do shall have the right to enter upon said land and take possession as the absolute and unconditional owner thereof in fee simple.

"And the said parties of the first part for themselves, their heirs, executors and administrators, do covenant, grant, bargain and agree to, and with the said party of the second part, its successors and assigns, that at the time of the ensealing and delivery of these presents they are well seized of the premises above conveyed as of good, sure, perfect, absolute and indefeasible estate of inheritance in law, in fee simple, and have good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same is free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and incumbrances of whatever kind and nature soever, and the above, bargained premises in the quiet and peaceful possession of the said party of the second part as trustee, its

successors and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said parties of the first part shall and will warrant and forever defend.

"In witness whereof the said Edward T. Plank, William S. McClevey and Columbus Hall, as Trustees for the International Typographical Union of North America, a voluntary association (unincorporated), whose principal office is located at the city of Indianapolis, in the state of Indiana, have hereunto set their hands and seals the day and year above written.

"EDWARD T. PLANK, [Seal.]
"WILLIAM S. McCLEVEY, [Seal.]
"COLUMBUS HALL," [Seal.]

"As Trustees for the International Typographical Union of North America, a voluntary association (unincorporated), whose principal office is located at the city of Indianapolis, in the State of Indiana."

ARTICLE VIII

UNION PRINTERS HOME ENDOWMENT FUND

SECTION 1. There is hereby created "The Union Printers Home Endowment Fund," the same to consist of such moneys and other property as may be donated, devised, bequeathed or otherwise contributed to such fund.

SEC. 2. The principal of such fund shall be held perpetually by the Board of Trustees of the Union Printers Home and their successors, and shall be separate and distinct from other funds and be invested and reinvested in bonds of the United States, in approved, non-taxable state, county, township, municipal or school district bonds within the jurisdiction of the International Typographical Union; or in development and improvement of land and property of the Union Printers Home for purpose of creating revenue to be used for the greater benefit of those entitled to receive its bounty.

SEC. 3. The Executive Committee of the Board of Trustees of The Union Printers Home shall have power to invest the principal of The Union Printers Home Endowment Fund, or any part thereof, in securities of the character provided in section 2, subject to the approval of the Board of Trustees of The Union Printers Home.

SEC. 4. All interest and income derived from the investment of such fund, or any part thereof, shall be deposited to the credit of The Union Printers Home, and shall be used for the maintenance of The Union Printers Home.

SEC. 5. The Secretary-Treasurer of The Union Printers Home shall prepare and furnish a blank upon which donations to said Union Printers Home Endowment Fund may be made and there shall be printed annually in the report of the Board of Trustees a list of names of all contributors to The Union Printers Home Endowment Fund.

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SEC. 6. The fund hereby created shall not preclude or affect the right of The Union Printers Home to receive devises and bequests and to accept and execute trusts as now provided by the Charter, Constitution and Bylaws, of The Union Printers Home.

ARTICLE IX

These bylaws may be altered or amended, with the exception of articles vi and vii, which are irrevocable, by the Board of Trustees. Proposed amendments shall be submitted in writing by the Secretary to the members of the Board, who shall each submit his vote in writing to the President, who upon inspecting the same, shall deliver it to the Secretary for preservation among the records of the corporation. If two-thirds of the Trustees are in favor of the amendment the President shall direct the Secretary to make such change in the bylaws.

RESOLUTIONS

1. Where applicants are admitted to The Union Printers Home the expense of transportation shall be defrayed by the local typographical union, when the applicant is unable to pay the same.—*Proceedings 1894, page 41.*

2. The Board of Trustees is hereby authorized to appropriate from the Home Fund, upon proper application of the Superintendent, an amount equal to railroad fare from the place where application was made for admission to the Home; said amount to be expended by the Superintendent in purchasing transportation in whatever direction a discharged resident may select. Where a resident is discharged for misconduct, the amount appropriated shall be charged to the local union recommending him.—*Proceedings 1894, page 41.*

3. Applicants for admission to The Union Printers Home shall be members of the International Typographical Union for not less than ten continuous years, immediately antedating time of application: Provided, That members suffering from tuberculosis or other serious diseases requiring immediate temporary treatment may, at the discretion of the Board of Trustees, be admitted after attaining a continuous active membership of eighteen months in the International Typographical Union. Where the admission committee is satisfied that such affiliation was entered into to secure admission to the Home, the application shall be rejected.

4. The Superintendent of The Union Printers Home is hereby given power to regulate the internal affairs of the Home, and if a resident proves obnoxious, and persists in his conduct, he should be discharged.—*Proceedings 1888, page 210.*

5. That the Superintendent of The Union Printers Home furnish, for publication in The Typographical Journal, a monthly statement of admissions to and expulsions from the Home, names of unions sending residents and such other information as may be of interest concerning the condition of the residents.—*Proceedings 1894, page 41.*

6. That charges against the management or any officer of The Union Printers Home must be of a specific nature, and made in the regular manner provided by the rules of the institution and endorsed by the union which secured the admission of the resident preferring the same.—*Proceedings 1894, page 41.*

7. Residents vacating The Union Printers Home, when found guilty of disposing of the transportation furnished, shall be required to refund the full amount of such transportation.—*Proceedings 1890, page 183.*

ALLIED PRINTING TRADES AGREEMENT

Between The International Typographical Union, The International Printing Pressmen and Assistants' Union, The International Brotherhood of Bookbinders, The International Stereotypers' and Electrotypers' Union, and The International Photo-Engravers' Union.

The duly authorized representatives of the International Typographical Union, the International Printing Pressmen and Assistants' Union, the International Brotherhood of Bookbinders, the International Stereotypers' and Electrotypers' Union and the International Photo-Engravers' Union have entered into the following agreement for the formation of an association for a joint ownership of the allied printing trades union label:

ARTICLE I

NAME, OBJECT, JURISDICTION

Section 1. This body shall be known as the International Allied Printing Trades Association.

Sec. 2. The objects of this Association are to designate the products of the labor of the members thereof by adopting and registering a label or trade mark designating such products; and to engage in such other co-operative efforts as may be decided upon by its board of governors to be in the interests of the members of this association. It is obligatory on the members of this association, its officers and local councils to bear in mind this object and not confuse it with the internal affairs or duties of the several unions comprising this association as to organization and other internal matters.

Sec. 3. To that end the association shall by its board of governors adopt a label, to be known as "Allied Printing Trades Label," which label shall be used to distinguish the product of the labor of the members of the association; and the association shall exercise jurisdiction throughout the United States of America and Canada in regard to said label, and over subordinate local organizations which shall be established and maintained in accordance with the provisions of these laws.

ARTICLE II

MEMBERSHIP

Section 1. All members in good standing of the International Typographical Union, the International Printing Pressmen and Assistants' Union, the International Stereotypers' and Electrotypers' Union, the International Brotherhood of Bookbinders and the International Photo-Engravers' Union shall be members of this association. But before the members of any of the said unions shall become members of this association, they shall by appropriate action taken by them at a convention, or on referendum vote or otherwise in

manner approved by the respective unions, duly declare their intention and desire to become such members and agree to abide by all laws and regulations now or hereafter adopted for the government of this association, and shall at the same time provide who shall constitute their representatives on the board of governors hereinafter provided for in article iii. And any member ceasing to be a member in good standing in one of said unions shall thereby cease to be a member of this association.

ARTICLE III

BOARD OF GOVERNORS

Section 1. The affairs of this association shall be conducted and governed by a board to be known as the "Board of Governors." Said board shall also be trustee of, and hold title to, any label adopted by the association and all other property of the association; and they shall cause to be registered such label in all states, territories and District of Columbia, in the United States, and Dominion and Provinces of Canada, where registration is or may be hereafter authorized by law.

Sec. 2. The board of governors shall consist of fifteen members.

The International Typographical Union shall select three members of said board; the International Printing Pressmen and Assistants' Union shall select three members of said board; the International Stereotypers' and Electrotypers' Union shall select three members of said board; the International Brotherhood of Bookbinders shall select three members of said board; and the International Photo-Engravers' Union shall select three members of said board.

The selection of said members of said board of governors shall be in the manner and by the mode adopted by the several international unions above specified respectively.

Sec. 3. The members of said board shall hold office until their successors are duly chosen. Should any member of said board cease to be a member, his successor shall be chosen or designated by the union which had selected such member in such manner as such union may determine.

Sec. 4. The officers of the board of governors shall be a president, vice-president and secretary-treasurer and such other officers as the board may determine, who shall be elected by a majority vote. But no two executive officers shall be members of the same trade union.

Sec. 5. Regular meetings of the board of governors shall be held on the first Monday in October and March of each year at the place decided upon by a majority vote of the board of governors, written notice of which shall be mailed to each member of the board by the secretary-treasurer thereof. At the regular meeting in March, the officers of said board shall be nominated, elected and installed for the ensuing year. If any vacancy occurs during the ensuing year it shall be filled from members of the board.

On written demand of a majority of the members of the board, the president shall call a meeting at a convenient

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time and place designated by the president and after written notice is mailed to each member of the board.

In the event of any member of the board being unable to attend any meeting he shall designate a proxy, who, however, shall be a member of the same trade union. Upon the filing of properly presented credentials to the board of governors, said proxy shall be accorded all rights and privileges due to the member for whom he is proxy.

In the absence of any member or members selected by said union the other member or members of the board selected by such union may cast the full vote to which said union shall be entitled without having any proxy to do so.

In voting the unit rule shall prevail. In the event representatives of any international union fail or refuse to vote on any question, in any meeting or when submitted by mail as hereinafter provided, the three votes of that international union shall be recorded as negative votes.

In the event the votes of the three representatives of any international union are divided the three votes of that international union shall be recorded as the majority vote of the delegation determines.

In the event only two representatives of any international union are present each shall cast one and one-half votes but should the votes be divided or in opposition to each other the three votes of that international union shall be recorded as negative votes.

Between meetings the secretary-treasurer may submit any questions calling for prompt action to the consideration of the members of the board of governors by mail, and the members shall vote by mail within 30 days or, upon request of any union for extension of time, within 90 days of the date of submission. Their votes shall be canvassed and announced by the secretary-treasurer and given the same effect as though cast at a meeting, and all such proceedings shall be reported by the secretary-treasurer at the next regular meeting of the board.

All questions coming before the board of governors shall be decided by four-fifths vote (on unit basis), except as provided in sections 4 and 5 of this article.

SEC. 6. The board of governors may adopt such rules of procedure in the hearing of appeals and in the conduct of such other business as may properly come before it as do not conflict with any of the laws of the association.

SEC. 7. The board of governors shall not make any decision interfering with the autonomy of any international union to decide its own internal affairs. Jurisdiction over processes of work are questions for settlement by the international unions involved.

ARTICLE IV

LOCAL ALLIED PRINTING TRADES COUNCIL

SECTION 1. In cities where there are subordinate unions chartered by two or more of the unions mentioned in article II hereof, a local allied printing trades council shall be

formed, the geographical jurisdiction of which shall be that area over which all local unions affiliated with the local council have jurisdiction, or as may be further agreed upon by local unions of the several international unions and approved by the board of governors. Within such jurisdiction no union of the International Allied Printing Trades Association shall use any trade label other than that issued by said International Allied Printing Trades Association through the local allied printing trades council, and all unions whose members are members of the International Allied Printing Trades Association shall withdraw from said jurisdiction their union label. If any international union shall fail or refuse to so withdraw its label or shall issue its label contrary to the provisions of this section all international unions parties to this agreement are free to use their label within the geographical jurisdiction of the local allied printing trades council or councils involved. To qualify as a subordinate union under the terms of this section said union shall be composed of at least seven members working at the trade in the geographical jurisdiction of the contemplated local allied printing trades council.

SEC. 2. Local allied printing trades councils shall be composed of members chosen by and from those who are members of said subordinate union, three being appointed or elected from each union in the manner and by the mode adopted by the members of the union. The selection of the three members from the membership of each of said unions shall be certified to said local allied printing trades council, and the three members of each union shall continue to be members of said local council for a term of one year and until their successors are duly chosen and certified by the members of that union. No one shall be at the same time a member of more than one local allied printing trades council. Where a union affiliated with one local allied council has members working within the jurisdiction of another local allied council said union may designate a member so working to attend meetings of the other council with voice but no vote but his local union may appeal to the board of governors regarding the alleged violations of the Label License. The local council involved shall answer said appeal.

SEC. 3. Each delegate present at any meeting of a local allied printing trades council shall be entitled to one vote. But a roll call may be demanded by any member on a question involving the raising of revenue or the election of officers, and on said roll call each member shall be entitled to additional votes as follows: For fifty (50) members of the local union to which he belongs, one vote; for each additional fifty (50) members or major fraction thereof up to three hundred (300) members, one vote; for the next two hundred (200) members or major fraction thereof, one vote; for each addition five hundred (500) members or major fraction thereof, one vote, the membership to be computed in accordance with last per capita tax paid by each local union.

SEC. 4. Local allied printing trades councils shall elect as officers a president, vice-president and secretary-treasurer and such other officers as the local council may determine.

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And said local councils may adopt such provisions and rules for their government as are not in conflict with the purpose and provisions of the laws of the International Allied Printing Trades Association or in conflict with the rulings of the board of governors of the International Allied Printing Trades Association.

SEC. 5. The funds of each local allied printing trades council shall be under its control, and shall be on a per capita basis.

ARTICLE V

APPEALS

SECTION 1. Appeals may be made to the board of governors from the decision or action of any local allied printing trades council. In such case the appellant must within ten days from said decision or action file notice of his intention to appeal with the president, vice-president or secretary-treasurer of the local allied printing trades council; and within thirty days from said decision or action the appellant shall forward to the secretary-treasurer of the board of governors fifteen typewritten copies of the appeal papers, serving one copy on the president, vice-president or secretary-treasurer of said local allied printing trades council. After such service said local allied printing trades council shall have thirty days in which to file with the secretary-treasurer of the said board of governors fifteen typewritten copies of its answer. And no such appeal shall be considered by the board of governors unless it shall be approved by the local union of which the appellant is a member; such approval being evidenced by the certificate of the president and secretary of that union; which said certificate shall accompany the appeal papers at the time they are forwarded to the secretary-treasurer of the board of governors.

SEC. 2. When the papers are complete in each case the secretary-treasurer of said board of governors shall forward one copy of the papers to each member of said board of governors. Thereupon each member shall consider the case thus presented to him and within thirty days after the receipt of the documents each of said members shall file an opinion in the case with the secretary-treasurer of the said board of governors, and within thirty days after the opinions of the members have been received by the said secretary-treasurer and submitted to the several members of said board for final action, the members of said board must register their votes on the appeal.

ARTICLE VI

USE OF THE UNION LABEL

SECTION 1. The International Allied Printing Trades Association, by its board of governors, shall own and control the use of the allied printing trades label.

SEC. 2. It shall by action of its board of governors and in accordance with and subject to the provisions of these laws, loan the label to local allied printing trades councils as agents of said International Allied Printing Trades Association upon receipt of a sum of money from the local council, not exceeding ten (10) per cent above the cost of production and distribution of said label.

SEC. 3. No allied printing trades council shall issue any label not procured from said International Allied Printing Trades Association, nor duplicate nor allow the duplication of said label except in the case of stereotyped, electrotyped, photo-engraved, offset or other duplicate printing forms, in which case the label appearing in the plate or plates shall be destroyed immediately upon completion of the work on which it is used: Provided, If the employer having such plates desires to store them for further use he shall file with the local allied printing trades council an identifying list of such plates and agree that the employer will not send said plates to any other shop without permission of the local council.

SEC. 4. Local allied printing trades councils shall be allowed to grant the use of the allied printing trades label to qualified shops in their respective geographical jurisdictions. The board of governors of the International Allied Printing Trades Association may order the issuance or withdrawal of the label or issue said label direct where in its judgment said action is deemed proper. With unanimous consent the board of governors may grant use of the label to qualified shops in areas where no local councils exist; such permission to be withdrawn on request of any international union. The board of governors may determine whether or not the allied printing trades label shall appear on a particular job produced in a shop authorized to use the label if the appearance of the label on such job is deemed inimical to or in the best interests of the International Allied Printing Trades Association.

SEC. 5. All labels or label matrices must be procured by local councils from the secretary-treasurer of the International Allied Printing Trades Association. Any infraction of this rule shall be deemed sufficient cause for the dissolution of the local council so offending.

SEC. 6. Labels shall be issued or withdrawn by unanimous consent of local councils. Labels may be issued only to firms which have signed the Label License forms furnished by the secretary of the association. Permission to use the label may be revoked only for violation of terms of the Label License or violation of regulations of the board of governors controlling use of the label. Any action by a local council in granting or revoking permission to use the label may be appealed to the board of governors of the International Allied Printing Trades Association by any local union affiliated with the local council or represented in the council by a fraternal delegate, in the manner provided in article v of this agreement.

SEC. 7. This association recognizes that the officers of each union are responsible for the conditions pertaining to their craft within any one shop and that a local allied printing trades council is not a bargaining agent within the meaning of federal law with power to represent any employe of any firm for the purpose of collective bargaining. It is understood that so long as a local union permits its members to work in an office, it is not proper for such union to request withdrawal of the label from such office for the purpose of

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collecting dues or for violation of a local union's contract or laws. When a local union calls a strike approved by its international union the council shall remove the label immediately. A local council shall not remove the label for organizing purposes.

ARTICLE VII

FINANCES

SECTION 1. The necessary funds for the establishment, maintenance and carrying on of this association and its work shall be under the control of the board of governors, and the same shall be furnished by the several international unions in the proportion that the total journeyman membership of each international union bears to the total journeyman membership of all the international unions parties to this agreement. For the purpose of this calculation even thousands or major fraction thereof shall be used. Each said international union shall file with the secretary-treasurer of this association a statement of said total membership as of July 1 of each year.

When funds are necessary, the secretary-treasurer of this association shall notify the secretary-treasurer of each union mentioned in article II of the proportionate amount due from said union.

SEC. 2. All funds of the association shall be deposited in bank subject to withdrawal according to regulations adopted by the board.

SEC. 3. The members of the board of governors shall not be paid out of the funds of this association for their services or for their expenses incurred while acting as such members of the board of governors.

SEC. 4. Should any international union withdraw from this association then such international union shall forfeit all rights and interest in and to any and all labels registered by this association and in and to all property and effects of this association.

ARTICLE VIII

AMENDMENTS

SECTION 1. Any amendment proposed by any international union, party to this agreement, shall be presented at any regular meeting of this association or a special meeting called for that purpose. If the proposal is unanimously approved it shall be submitted by the secretary-treasurer of this association to each international union for ratification or rejection in the manner required by the laws of the respective international unions. If approved by all international unions, parties to this agreement, the amendment shall be effective upon notification by the secretary-treasurer to all international unions. Local allied printing trade councils shall also be notified.

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AVAILABLE
bound volume

PROTECT YOUR MEMBERSHIP AND GOOD STANDING

●

Each member should be familiar with the laws governing good standing. The penalties of delinquency are severe, and the penalties of suspension are still more drastic. They can be avoided by payment of dues within the period specified by International law.

Local unions are directed by law to pay the dues and assessments of a member who "is sick or disabled, and who shows that he is in destitute circumstances" (section 8, article ix, bylaws). Sums expended by local unions for such purposes constitute a proper charge against the mortuary benefit of a deceased member. (Article xx, bylaws.)

Pay your own dues and assessments promptly. Report to the local union any sick and destitute member who is unable to pay his own dues and assessments and who is not informed of his rights under the law.

Respondent's Exhibit 4

AFFIDAVIT

Now comes Oscar O. Raughton, Route 2 Box 65, Sylacauga, Alabama, telephone 249-8604, who states as follows:

I was hired at Dixie Color in March 1963. I am working in the Press Room. My supervisor is Horton.

A few minutes after mid-night on Saturday morning Nov. 21, 1964, Horton sent word to me while I was on the job to come into the cafeteria to see him. I went into the cafeteria. I sat down at a table with him. No one else was present.

Horton asked, "What's this I hear that y'all are trying to do to us?" The biggest trouble here I understand is Sunday work. He said that he thought if we would drop the union that he could either get Sunday work cut out or get us double time for Sunday. He also said that everything would run by seniority. He then said "Why can't we work this out and get one man from each crew to represent the crew and meet monthly with Mr. Clinton and me to work out problems." I told him I didn't believe that there was much chance under the circumstances to work out things under the present conditions.

I then asked him what guarantee would we have that Mr. Clinton would even talk to us if we got a delegation from each crew to go see him. He then asked me didn't I think there was a possibility for us to get together and work out our problems among ourselves. I told him I didn't think there would be not at this time. He then told me to send in another of the employees when I went out. This conversation lasted approximately 30 minutes.

On approximately Dec. 2, Wednesday, at approx. 1:30 p.m. while I was running the reels, Horton walked up to me and started talking to me. He first asked me if I had read the union book. He said you read the part that says that even if we go union that the company still has the option to hire and fire at its disposal. He said that by now we should be able to see that the company didn't want to go union. I asked him if he'd ever seen one that did. He asked me to read the book over with an open mind and see if I couldn't see both sides of it.

He said that he wished that he could show me the pay scale under this union; that we were receiving higher wages here than anywhere else. He again stressed the fact that if we went union they could still fire us if they wished to. He said he wished we would think it over and give them a chance. He said we'd get whatever we wanted anyway. This conversation lasted about 10 minutes. No one else was present.

I have read the above and say it is true.

/s/ Oscar O. Raughton

Dated: Dec. 10, 1964

Respondent's Exhibit 5

STATE OF ALABAMA
COUNTY OF JEFFERSON

AFFIDAVIT OF OSCAR O. RAUGHTON

1. I, Oscar Raughton, having been duly sworn, depose and say:

2. My rate of pay at the time that I went on strike was $3.87 per hour. I was hired by the company as a pressman. There are approximately about 22 or so employees who are classified as pressmen. There are about eight or ten stereotypers and there are about three men in the shipping. The foreman over the stereotype room is Gene Lesley. I believe that Horton is also foreman over the shipping dept. There is a chief electrician and I believe that there was one employee who worked with the electrician and also with the machinist or any where they happened to need him.

3. Prior to the time that Horton talked with me about the union on the 21st of November 1964, I can not recall any other supervisor that talked with me about the union.

4. I was first contacted about the union by Buster Bryant approximately the middle of October. It was the meeting that Mr. McFee was present for the first time. I signed a union authorization card and also an application for membership at that meeting. Following that time I also recall that I signed the petition that had been drafted for the employees to sign around the first of November. I recall that Bobby Gaston had the petition at the time that I was asked to sign it.

5. Approximately midnight of the 20th I was called into the cafeteria by Horton. I went in and sat down at the table next to him and he said: "What's this I hear about the union?" I then told him that we had organized and then he asked me what the trouble was. He asked me if the Sunday work was our biggest problem. I said that at that time the Sunday work was not the biggest problem, that it was the working conditions in general. He asked me again if the Sunday work was not our biggest problem and he asked me if they could get the Sunday work cut out or if they could get us double time for Sunday, couldn't we work this out among ourselves and come to an agreement? He also said couldn't we take one man from each crew to meet monthly with Mr. Clinton and himself to work out the problems that arose among the men?
I did not believe that that would settle our problems between the men and management. Again Horton asked me if I didn't think that it could be worked out by a meeting between a member of each crew and he and Mr. Clinton once a month. I told him that under the present circumstances I did not think that it would be possible. I asked him what guarantee we would have that the management would meet with us and he did not answer me. Horton then asked me if I would not think it over and see if we could get together on it. That was about all of that conversation that I can remember. The meeting lasted about thirty minutes.

Around December 2, or so I was at my job when Horton came up to me and started talking with me at around 1:30 PM. He asked me if I had read the union book and I told him that I had. He said that I guess you read the part that said that the company could hire or fire at their disposal even though we went union. He asked me if I would not go home and read the book thoroughly and with an open mind and try to see both sides of it. He asked me, "by now I guess you can see that the company does not want to go union" and I asked him if he knew of a company that ever did want to. He again said that they could hire or fire when they got ready even though they did go union. Right after he asked me to try to see both sides of it he told me that we would probably get what we wanted anyway.

As a result of the cutback my hours were reduced from five to four days. I worked a four day week for two weeks and was scheduled for a third week of four days when I joined the strike. Bobby Norred got five days on both weeks and he has less seniority than I do.

I attended the meeting that the union had and I signed the petition which was prepared. I signed this petition on my own and without any coercion on the part of anyone.

I also joined the strike when it began and am presently on strike. I walk the picket line on the 3-11 shift. To the best of my recollection no supervisor has talked with me since I have been on the picket line. I know that Joe Clinton has taken photographs on more than one occasion and I believe that my photograph was taken at least once.

Prior to this time I had never received a reduction in the hours that I worked.

I have read the above statement and swear that it is true and correct.

Subscribed and sworn to before me this 6th day of Jan. 1965.

/s/ William A. McHugh, Jr.
Atty. NLRB

/s/ Oscar O. Raughton

Respondent's Exhibit 6

Foreman George Hickey Shift 11 - 7 Dept. Press Room Week of 9-13 to 9-20

Clock No.	Name	Monday		Tuesday		Wednesday		Thursday		Friday		Saturday		Sunday			
		Hours Worked		Hours Worked		Hours Worked		Worked Hours		Hours Worked		Hours Worked		Hours Worked		Hours Worked	
	G. Hickey	7-1/2		7-1/2		7-1/2		7-1/2		7-1/2		--		--		37-1/2	✓
	J. Nickolson											7-1/2		7-1/2		15	✓
	I. Reese	7-1/2		7-1/2		7-1/2		7-1/2		7-1/2		--		--		37-1/2	✓
	E. Osbourn	7-1/2		7-1/2		7-1/2		--		--		7-1/2		7-1/2		37-1/2	✓
	C. Mizzell	--		--		7-1/2		7-1/2		7-1/2		7-1/2		7-1/2		37-1/2	✓
	J. Lawler	7-1/2		7-1/2		--		--		7-1/2		7-1/2		7-1/2		37-1/2	✓
	D. Williams	7-1/2		7-1/2		7-1/2		7-1/2		--		7-1/2		--		37-1/2	✓
	G. Smith	7-1/2		--		--		7-1/2		7-1/2		7-1/2		7-1/2		37-1/2	✓
	D. Wilemon													7-1/2		7-1/2	✓

C-94—85-12—74-96 Men in Charge J— Journeyman A— Apprentice O—Overtime

Respondent's Exhibit 7

Foreman George N. Hickey Shift 11 - 7 Dept. Press Room Week of ______ to ____________

Clock No.	Name	Monday		Tuesday		Wednesday		Thursday		Friday		Saturday		Sunday			
		Hours Worked		Hours Worked		Hours Worked		Worked Hours		Hours Worked		Hours Worked		Hours Worked		Hours Worked	
7	G. Hickey	Off		7-1/2		7-1/2		7-1/2		7-1/2		7-1/2		Off		37-1/2	✓
12	J. Reese	Off		7-1/2		7-1/2		7-1/2		7-1/2		7-1/2		Off		37-1/2	✓
16	E. Osbourn	Off		7-1/2		7-1/2		7-1/2		7-1/2		7-1/2		Off		37-1/2	✓
19	C. Mizzell	Off		7-1/2		7-1/2		7-1/2		7-1/2		7-1/2		Off		37-1/2	✓
29	J. Lawler	Off		7-1/2		7-1/2		7-1/2						Off			✓
41	D. Williams	Off		7-1/2		7-1/2		7-1/2		Off		7-1/2		Off		30	✓
5	T. Smith																✓

C-94—85-12—74-96 Men In Charge J—Journeyman A—Apprentice O—Overtime

Respondent's Exhibit 8

DIXIE COLOR PRINTING CORP.
OFFICE RULES AND REGULATIONS
September 10, 1963

Full compliance with the Company rules and regulations is essential to the orderly and economic operation of any plant. Failure to comply or continued disregard for rules is considered sufficient cause for disciplinary action. Likewise, insubordination or failure to comply with instructions of the man-in-charge or supervisor will result in penalty.

1. Time Clock Regulations — When starting to work, time card is to be taken from the "OUT" rack and punched on the FACE of the card on the "IN" clock and placed in the "IN" rack.

When leaving work for lunch, time card is to be taken from "IN" rack and punched on the REVERSE side of card on the "OUT" clock and placed in the "OUT" rack.

When returning from lunch, time card is to be taken from the "OUT" rack and punched on the REVERSE side of card on the "IN" clock and placed in the "IN" rack.

When completing the shift or scheduled work hours, time card is to be taken from the "IN" rack and punched on the FACE of the card on the "OUT" clock and placed in the "OUT" rack. This will indicate employee has completed scheduled time of work.

Failure to punch in or out on time card will be penalized by 1/2 hour deduction in working hours.

Late punches will be penalized in the following manner:

1. Over 2 minutes and 15 minutes inclusive - 1/4 hour deduction in work hours.
2. Over 15 minutes and 30 minutes inclusive - 1/2 hour deduction in work hours.
3. Over 30 minutes and 45 minutes inclusive - 3/4 hour deduction in work hours.

ANY EMPLOYEE PUNCHING TIME CARD FOR ANOTHER EMPLOYEE WILL SUBJECT BOTH PARTIES TO IMMEDIATE DISCHARGE. The time clock shall not be punched more than 10 minutes before starting time and shall not be punched later than 10 minutes after quitting time. Repeated tardiness and call offs will not be tolerated.

2. Lunch Periods — LEAVING BEFORE ESTABLISHED LUNCH TIME OR OVER-STAYING LUNCH PERIODS ARE STRICTLY PROHIBITED. Turn off all motors and lights when not in use at lunch time and quitting time.

3. No one will work more or less than a shift without authorization from a foreman or the office.

4. Tools, Equipment and Company Premises — Employees must handle and operate all tools, equipment and machinery with proper care. Supplies, equipment and tools are the property of the company and shall not be removed from the premises.

Tools and equipment must be cleaned and returned to their proper place after use. Breakage or failure of any machinery, tools, equipment or materials must be reported to the foreman, accompanied with a Quadriplicate Report, regardless of the cause of responsibility. Unlawful taking or using the property of the Company will be cause for immediate dismissal.

No circulars or notices are to be posted or pasted on the walls, but rather must be placed on the bulletin board, and only after permission has been obtained from the office. No solicitation, which interferes with production, for charitable or any other purposes regardless of worthiness, may be made on the company premises, except upon approval of the office.

Defacing of company premises or property will not be tolerated.

5. Telephone Calls and Visitations — Use of telephones, social visits, or the transactions of other than Company business must not be carried on during scheduled working hours. Foreman will accept ONLY emergency calls and relay the information to the employee immediately.

6. Improper Conduct — Drinking of alcoholic beverages, gambling, fighting, use of foul or obscene language, horseplay or other disorderly or disruptive conduct will not be tolerated. No employee will be allowed on the premises while under the influence of alcohol in any degree. Indulging in any kind of horseplay in any part of the plant is forbidden.

No bottles of any kind will be allowed in plant.

Employees are prohibited from changing the adjustments on gas, electric, water, heating, air conditioning and sprinkler system controls. If any of these controls are not operating properly, notify your superior immediately and he will contact the proper person to correct this condition.

7. Smoking — SMOKING IS NOT PERMITTED IN PRESSROOM, STORAGE OR SHIPPING ROOMS. Smoking in NO SMOKING areas will be penalized by time off from work and possible dismissal for a second offense. All employees must comply with ordinances and insurance company regulations.

8. Payroll and Personnel Information — All employees must register with the Company their addresses, telephone numbers, social security number, number of dependents, and other relevant information. Change in addresses, telephone numbers, etc. must be reported to the foreman immediately. If there should be any questions regarding an employee's check, report to payroll clerk in office.

9. Safety — Report any equipment or machinery that is improperly guarded or considered unsafe, also report promptly to the foreman any accidents resulting in personal injury. Wilful disregard of safety for others and your own safety will be cause for disciplinary action.

The Company has endeavored to provide pleasant working conditions for its employees and all employees shall conscientiously serve the Company during working hours, and shall at all times be aware of their responsibilities.

Joseph T. Clinton,
Manager

JTC:lad

Respondent's Exhibit 9

Foreman John W. Thomas Shift 11 - 7 Dept. Press Room Week of ________ to ________

Clock No.	Name	Monday		Tuesday		Wednesday		Thursday		Friday		Saturday		Sunday			
		Hours Worked		Hours Worked		Hours Worked	O.T.	Worked Hours		Hours Worked		Hours Worked		Hours Worked		Hours Worked	
13	John W. Thomas	--		--		7-1/2		7-1/2		7-1/2		7-1/2		7-1/2		37-1/2	✓
9	John L. Nickolson	7-1/2		7-1/2		--		--		--		--		--		15	✓
11	Harmon Allen	--		--		7-1/2		7-1/2		7-1/2		7-1/2		7-1/2		37-1/2	✓
17	Bobby Norred	7-1/2		7-1/2		7-1/2	$1\frac{1}{2}$	7-1/2		7-1/2		--		--		39	✓
25	Gene Graham	7-1/2		7-1/2		7-1/2		--		--		7-1/2		7-1/2		37-1/2	✓
28	Ronney Jackson	7-1/2		7-1/2		--		--		7-1/2		7-1/2		7-1/2		37-1/2	✓
44	Grover Blankenship	7-1/2		7-1/2		--		7-1/2		--		7-1/2		7-1/2		37-1/2	✓
49	Gary Smith	--		--		7-1/2		7-1/2		7-1/2		7-1/2		7-1/2		37-1/2	✓
21	David Wilemon	7-1/2		--		--		--		--		--		--		7-1/2	✓

C-94—85-12—74-96 Men In Charge J—Journeyman A—Apprentice O—Overtime

Respondent's Exhibit 10

Foreman John W. Thomas Shift 3 - 11 Dept. Press Week of 9-14-64 to 9-20-64

Clock No.	Name	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday		
		Hours Worked	Hours Worked	Hours Worked	Worked Hours	Hours Worked	Hours Worked	Hours Worked	Hours Worked	
13	John W.Thomas	--	7-1/2	7-1/2	7-1/2	7-1/2	7-1/2	--	37-1/2	✓
9	John L.Nickolson	7-1/2	--	--	--	--	--	--	7-1/2	✓
15	Odell Raughton	7-1/2	7-1/2	7-1/2	--	7-1/2	7-1/2	--	37-1/2	✓
18	Buster Bryant	7-1/2	7-1/2	7-1/2	7-1/2	7-1/2	--	--	37-1/2	✓
23	Bobby Gaston	7-1/2	2-3/4	--	7-1/2	--	7-1/2	--	25-1/4	✓
40	Harold Ogle	--	7-1/2	7-1/2	7-1/2	7-1/2	7-1/2	--	37-1/2	✓
47	Jerry Dees	7-1/2	4-1/2	7-1/2	7-1/2	7-1/2	7-1/2	--	42	✓
21	David Wilemon	7-1/2	--	--	--	--	--	--	7-1/2	✓
14	O. B. Clifton	--	--	--	--	--	7-1/2	--	7-1/2	✓

C-94—85-12—74-96 Men In Charge J—Journeyman A—Apprentice O—Overtime

Resp's Ex 11

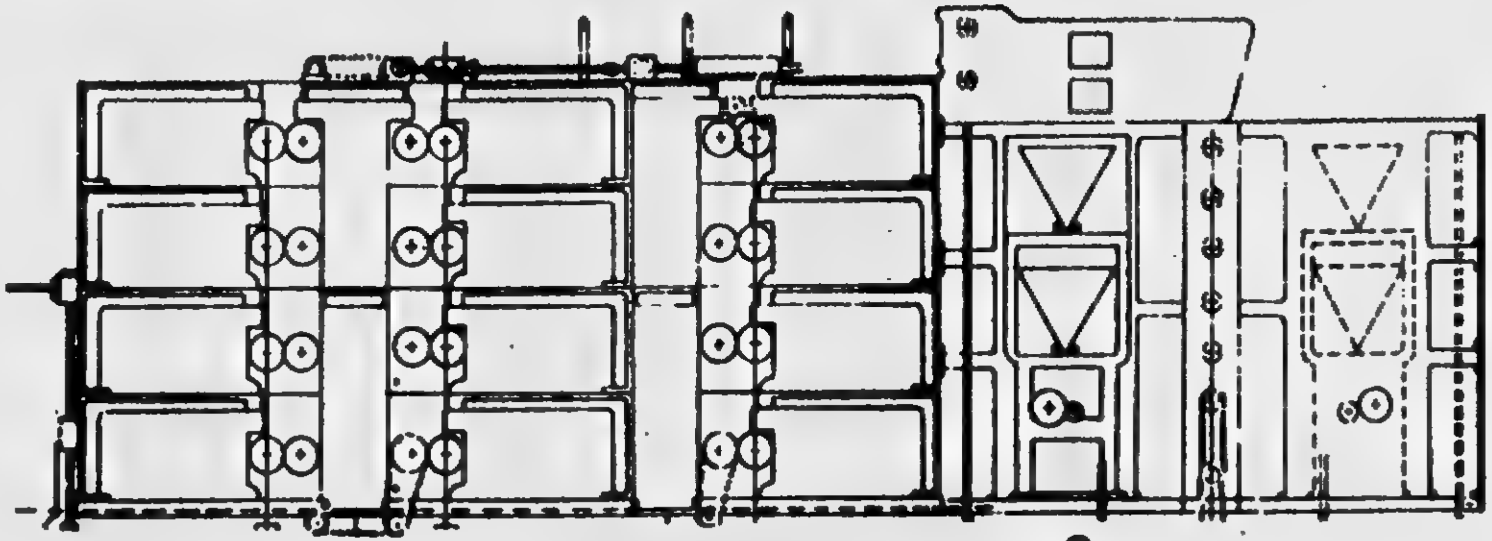
WEB BREAK REPORT 2022

DATE 4-2-64

NO. OF PAGES 12 16

SHIFT 3

INDICATE WHERE BREAK OCCURED (MARK X)



Rolls Run Per Shift 19

TIME LOST ON BREAK ______

Paster Failures Per Shift 0

Paper Breaks Per Shift 0

REMARKS None

NATIONAL LABOR RELATIONS BOARD
Docket No. 10-CA-5[illegible] OFFICIAL EXHIBIT NO. Resp 11
Disposition { Identified ______ Received ✓ Rejected ______
In the matter of Dixie Color Printing
[illegible] Witness
[illegible] 1965 Reporter [illegible]
Date

MAN-IN-CHARGE J. Thomas

ROLLMAN Buster Kr[illegible]

Respondent's Exhibit 12

James R. Gaston, President
Sylacauga International Chapel
Post Office Box 942
Sylacauga, Alabama

March 4, 1965

Mr. Guy Wheeles 203414
601 Spring Drive
Sylacauga, Alabama

Dear Mr. Wheeles:

You are hereby notified that the Sylacauga International Chapel of the International Typographical Union has on March 4, 1965, expelled and fined you $7500.00 for violation of Article V, Section 17 of the International Typographical Union By-Laws, in that you deliberately ratted on the Union and its members.

The above action was by unanimous vote.

Sincerely,

/s/ James R. Gaston
James R. Gaston 203410
President

JRG

Respondent's Exhibit 13

James R. Gaston, President
Sylacauga International Chapel
Post Office Box 942
Sylacauga, Alabama

March 4, 1965

Mr. Bobby Norred 203424
East Fourth Street
Sylacauga, Alabama

Dear Mr. Norred:

You are hereby notified that the Sylacauga International Chapel of the International Typographical Union has on March 4, 1965, expelled and fined you $7500.00 for violation of Article V, Section 17 of the International Typographical Union By-Laws, in that you deliberately ratted on the Union and its members.

The above action was by unanimous vote.

Sincerely,

/s/ James R. Gaston
James R. Gaston 203410
President

JRG

Respondent's Exhibit 16

Nov. 24, 1964

A few days ago I signed an application, for membership in the I.T.U. I now am withdrawing this application by this letter.

I request that you return this application to me immediately.

/s/ Guy W. Wheeles

Respondent's Exhibit 17-A

Nov. 19, 1964

Mr. J. W. Koessler, Jr.
Greater Buffalo Press, Inc.
302 Grote Street
Buffalo 7, N. Y.

Dear Jack:

Confirming our telephone conversations.

Bill White of the Miami Herald told me they are running well ahead of last year and he expects to go over 500,000 — possibly to 520,000. Ted Gore of Ft. Lauderdale told me they expect to get to 110,000. Jim Couey of Tampa guessed 210,000. West Palm Beach expect to be over 70,000. Jacksonville will not increase too much but St. Petersburg will be about the same as Tampa. Miami News are moving very little. Orlando expects about a 30,000 increase. These increases will bring our work week to well over 168 hours. Keep in mind we will need time to change packing, set rollers, etc. We might be able to do some of this when we are down changing carriages.

As per your instructions we will expect you to move Atlanta Journal, Atlanta Times and Chattanooga. This will relieve us of about 36 hours but if we increase by 15 hours or so on account of the Florida increase, we will be down a net of only 19 hours. It appears to me you will need to take another run or two. Charlotte had a good transportation rate from Wilkes-Barre and this would give us 10 more hours. Let me know.

Sincerely,

/s/ Joseph T. Clinton

Respondent's Exhibit 17-B

The GREATER BUFFALO PRESS Inc.
302 Grote Street * * * Buffalo, New York 14207

Web Press COLOR Printing

November 2, 1964

Mr. Joseph Clinton
Dixie Color Printing Company
908 West Ft. Williams
Sylacauga, Alabama

Dear Joe:

We are very busy and I will be unable to go to Boca Raton. Suggest you contact the Florida papers while there and give me a call. Figure out very carefully what these increases will amount to in press time. We will then arrange to transfer enough of your work to Dunkirk and Wilkes Barre right after Thanksgiving to let you start on the carriages. The least costly to move will be Atlanta newspapers and Chattanooga. Figure on these for a start. We will want to do this work as soon after Thanksgiving as possible so that it can all be back in Sylacauga before we get into Easter commercial work.

Very truly yours,

/s/ Jack
JOHN W. KOESSLER, JR.,
Secretary

JWK,Jr:kj

Respondent's Exhibit 17-C

The GREATER BUFFALO PRESS Inc.
302 Grote Street * * * Buffalo, New York 14207

Web Press COLOR Printing

September 18, 1964

Mr. Joseph Clinton
Dixie Color Printing Company
908 West Ft. Williams
Sylacauga, Alabama

Dear Joe:

We are jammed up with commercial work and running into heavy overtime. We will not be able to give you any relief until the end of November.

Make a reservation at Boca Raton for Mary and me. We will meet you either in Atlanta or Miami. We can visit the Herald, News, Ft. Lauderdale, W. P. Beach, etc. and get an idea what they expect to do this winter and then we will decide what to move out, and when to start the change.

Very truly yours,

/s/ Jack
JOHN W. KOESSLER, JR.,
Secretary

JWK,Jr:kj

Respondent's Exhibit 17-D

September 9, 1964

Mr. J. W. Koessler, Jr.
Greater Buffalo Press, Inc.
302 Grote Street
Buffalo 7, N. Y.

Dear Jack:

We ought to be finished with the carriage in a very few weeks, and if nothing unusual develops, I think we can count on the second or third week in October.

We are now working about 154 hours per week and we are already beginning to get some circulation increases from Florida. I don't have any idea how long it will take us to make an exchange since none of our men have had any experience. Perhaps you should talk to Charlie before you decide how much work to move out.

Sincerely,

DIXIE COLOR PRINTING CORP.

/s/ Joseph T. Clinton

JTC:lad

Respondent's Exhibit 17-E

July 14, 1964

Mr. J. W. Koessler, Jr.
Greater Buffalo Press, Inc.
Buffalo 7, N. Y.

Dear Jack:

We have not gotten very much further with the carriage. We had a lot of routine mechanical trouble and just have not had the men necessary to get this job done. Also, we have people on vacation. We will continue to do the best we can.

Sincerely,

/s/ Joseph T. Clinton
DIXIE COLOR PRINTING CO.

Respondent's Exhibit 17-F

The GREATER BUFFALO PRESS Inc.
302 Grote Street * * * Buffalo, New York 14207

Web Press COLOR Printing

July 8, 1964

Mr. Joseph Clinton
Dixie Color Printing Company
908 West Ft. Williams
Sylacauga, Alabama

Dear Joe:

If at all possible you ought to finish up the carriage in July or early August. You need to exchange and rebuild as many carriages as you can before you get into the winter circulations with the Florida papers and while we have the capacity in Dunkirk and Wilkes Barre to take back some of your work.

Very truly yours,

/s/ Jack
JOHN W. KOESSLER, JR.,
Secretary

JWK,Jr:kj

Respondent's Exhibit 17-G

July 3, 1964

Mr. J. W. Koessler, Jr.
GREATER BUFFALO PRESS, INC.
Buffalo, N. Y.

Dear Jack:

We have done a considerable amount of work on the Mirror carriage. We are well along with the grease system. We had difficulty getting equipment to do the milling for the adapters. Also, we need to mill and bush for the ductor roller shaft. If we have any luck we will be finished and ready for installation in sixty or ninety days.

Sincerely,

/s/ Joseph T. Clinton
DIXIE COLOR PRINTING CO.

Respondent's Exhibit 17-H

The GREATER BUFFALO PRESS Inc.
302 Grote Street * * * Buffalo, New York 14207

Web Press COLOR Printing

June 23, 1964

Mr. Joseph Clinton
Dixie Color Printing Company
908 West Ft. Williams
Sylacauga, Alabama

Dear Joe:

What progress are you making with the New York carriages?

Very truly yours,

/s/ Jack
JOHN W. KOESSLER, JR.,
Secretary

JWK,Jr:kj

Respondent's Exhibit 17-I

April 17, 1964

Mr. J. W. Koessler, Jr.
Greater Buffalo Press, Inc.
302 Grote Street
Buffalo 7, New York

Dear Jack:

We have received the ink carriages. We must do a considerable amount of work on these carriages. We will have to put on the automatic grease system, Alico adapters, new bushings, some new gears, brackets to shorten up the 6" form rollers, etc. As we will be doing this in free time when we have someone available we will start tearing down one carriage only. Then if we get into serious trouble we probably could get by with the other one on a temporary basis.

Sincerely,

DIXIE COLOR PRINTING CORP.

/s/ Joseph T. Clinton

JTC:lad

Respondent's Exhibit 17-J

The GREATER BUFFALO PRESS Inc.
302 Grote Street * * * Buffalo, New York 14207
Web Press COLOR Printing

March 24, 1964

Mr. Joseph Clinton
Dixie Color Printing Company
908 West Ft. Williams
Sylacauga, Alabama

Dear Joe:

As soon as you get the carriages from New York you should make every effort to get one ready as soon as possible.

Very truly yours,

/s/ Jack
JOHN W. KOESSLER, JR.,
Secretary

JWK,Jr:kj

Respondent's Exhibit 17-K

March 10, 1964

Mr. J. W. Koessler, Jr.
Greater Buffalo Press, Inc.
302 Grote Street
Buffalo 7, N. Y.

Dear Jack:

Tom Brennan called me yesterday. Roger says we can use the carriage and they have arranged for two. I understand they also talked to you. This is good news. I asked Roger to look over the electrical control equipment to see if it is anything like ours.

Sincerely,

DIXIE COLOR PRINTING CORP.

/s/ Joseph T. Clinton

JTC:lad

Respondent's Exhibit 17-L

The GREATER BUFFALO PRESS Inc.
302 Grote Street * * * Buffalo, New York 14207

Web Press COLOR Printing

March 4, 1964

Mr. Joseph Clinton
Dixie Color Printing Company
908 West Ft. Williams
Sylacauga, Alabama

Dear Joe:

I have talked to Tom Brennan. He and Roger will go to New York and see Harry Sloan. If Roger thinks we can use the carriages he will make a deal with Sloan or Ben Shulman.

Very Truly yours,

/s/ Jack
JOHN W. KOESSLER, JR.,
Secretary

KWK,Jr:kj

Respondent's Exhibit 17-M

Feb. 27, 1964

Mr. J. W. Koessler, Jr.
GREATER BUFFALO PRESS
Buffalo 7, N. Y.

Dear Jack:

Ever since we had the smashup last July, I have been very much concerned about the condition of our carriages. Roger changed only the gears and bushings that were in very bad condition. We have a few flame-hardened idler gears but many of the others are cast iron. Also, some of the bushings are in very bad shape.

I have been talking to Tom Brennan and Roger. They tell me the Mirror are going to sell their press equipment to Shulman and Roger thinks we can use the ink carriages from the Mirror press. It would be well to investigate this further because if we can get a carriage at a reasonable price we can avoid the mess we got into last July and at the same time this would give us an opportunity to exchange and fix up our ink carriages. Will leave with you to develop further.

Sincerely,

/s/ Joseph T. Clinton

Respondent's Exhibit 18

Nov. 24, '64

Dear Sir:

A few days ago I signed an application for membership in the I.T.U. I now am withdrawing this application by this letter.

I request that you return this application to me immediately.

Sincerely,

/s/ Bobby A. Norred

MAYER Electric Supply Company, Inc.
WHOLESALE DISTRIBUTORS
ELECTRICAL SUPPLIES AND FIXTURES
P. O. BOX 1910 3200 THIRD AVENUE, SOUTH
BIRMINGHAM, ALABAMA 35205
PHONE 32.-458.
MAYER

Resp Ex 19

DATE	CUSTOMER ORDER NO · JOB NO	INV NO	SHIPPED VIA
12/9/64		7578	

SOLD TO

DIXIE COLOR PRINTING
SYLACAUGA, ALA

SHIPPED TO (SAME AS SOLD TO UNLESS SHOWN)

QTY ORDERED SAME AS QTY SHIPPED UNLESS B/O SHOWN	DESCRIPTION	B/O	UNIT PRICE PER	DISC %	AMOUNT
1000	500 THW WIRE		NO CHARGE		NOCHARGE
500	1/0 THW WIRE		NO CHARGE		NO CHARGE

SUB TOTAL	CASH DISC	SALES TAX AMOUNT	MISC CHARGE (NOT SUBJECT TO TAX)	INVOICE TOTAL

CASH DISCOUNT OF ↑ ALLOWABLE
IF PAID BY ↑ 10TH PROX

ALL INVOICES DUE 10TH OF MONTH FOLLOWING DATE OF PURCHASE
ALL CLAIMS FOR WHICH WE MAY BE RESPONSIBLE MUST BE MADE IN 10 DAYS
SUBJECT TO PRICE AT TIME OF SHIPMENT DO NOT RETURN GOODS WITHOUT PERMISSION

NATIONAL LABOR RELATIONS BOARD
Docket No. 10 CA 3842 OFFICIAL EXHIBIT NO. Resp 19

Disposition
Identified
Received ✓
Rejected

In the matter of Dixie Color Printing
Date 4-27-65 Witness Horton Reporter
No. Pages 1

BEST COPY

his Memorandum is an acknowledgment that a Bill of Lading has been issued and is not the Original Bill of Lading, nor a copy or duplicate, covering the property named herein, and is intended solely for filing or record.

Resp Ex **1589**
Shipper's No.

645
Carrier

Carrier's No.

...ED, subject to the classifications and tariffs in effect on the date of the receipt by the carrier of the property described in the Original Bill of Lading.

SYLACAUGA, ALABAMA November 23, 1964 from **DIXIE COLOR PRINTING CORP.**

[illegible]

...signed to MAYER ELECTRIC COMPANY 3200 Third Avenue, South

(Mail or street address of consignee—For purposes of notification only)

...tination Birmingham State Alabama County

...very Address*

(*To be filled in only when shipper desires and governing tariffs provide for delivery thereat.)

...vering Carrier Baggett Car or Vehicle Initials No.

No. Packages	Kind of Package, Description of Articles, Special Marks, and Exceptions	*Weight (Sub. to Co.)	Class or Rate	Check Column
	BDLS. MAGAZINES-PARTS			
	BDLS. PTD. NEWSPRINT CIRC.			
	BDLS. BOOKS NOI WITH FLEXIBLE PAPER COVERS			
	BDLS. NEWSPAPER SUPPLEMENTS			
2	Spools Wire	2009		

Subject to Section 7 of Conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

(Signature of Consignor)

If charges are to be prepaid, write or stamp here, "To be Prepaid."

PREPAID

Received $
to apply in prepayment of the charges on the property described hereon.

Agent or Cashier

Per
(The signature here acknowledges only the amount prepaid.)

Charges Advanced
$

...e shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is carrier's or ...r's weight.

† Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.

...agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding

per

...fibre boxes used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements ...form Freight Classification.

...er's imprint in lieu of stamp, not a part of bill of lading approved by the Interstate Commerce Commission.

...E COLOR PRINTING CORP. Shipper, Per J. CL[illegible] Agent, Per

...post-office address of shipper. P. O. BOX 208, SYLACAUGA, ALABAMA

4

NATIONAL LABOR RELATIONS BOARD
Docket No. 10CA54[illegible] OFFICIAL EXHIBIT NO. Resp 20

Disposition
Identified
Received ✓
Rejected

In the matter of Dixie Color Printing
Date May-3/ Witness Horton Reporter

No. Pages 1

AVAILABLE

Baggett 646 TRANSPORTATION COMPANY
2 SOUTH 32ND STREET
BIRMINGHAM 5, ALABAMA
PHONE FA-2-6501 GENERAL OFFICE

Res 51 Ex 21
01-767324

"DON'T MARK IT JUST TAG IT- Baggett"

FROM	1	DATE
TO MAYER ELECTRIC CO		BHAMALA 10012//8/64 2
DIXIE COLOR PRINT		[illegible] ALA [illegible]

TRAILER | WAYBILL, DATES, NUMBER AND POINTS OF TRANSFER OF ALL PREVIOUS CARRIERS (I.C.C. ROUTING)

PIECES	DESCRIPTION, MARKS AND EXCEPTIONS	WEIGHT	RATE	CHARGES
2	REELS INS WIRE SHO A 48352	2000	78	1566 PPD

5

COLLECT | | PAY |

RECEIVED THE PROPERTY DESCRIBED ABOVE, IN GOOD CONDITION EXCEPT AS NOTED ON THE FACE AND BACK HEREOF.

CONSIGNEE Hugh Hickey BY ________ DATE ________

THIS BILL MUST BE PAID WITHIN 7 DAYS

TOTAL DUE

NATIONAL LABOR RELATIONS BOARD

Docket No. 10-CA-5940 OFFICIAL EXHIBIT NO. Resp 21

Disposition
Identified ______
Received ✓ ______
Rejected ______

In the matter of Dixie Color Printing
Date [illegible] Hearing [illegible]

No. Pages 1

Respondent's Exhibit 22

WEEK OF NOV. 30th, 1964

Shift	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Hickey	8-4:30	8-4:30	8-4:30	8-4:30	8-4:30	OFF	
Pullen	OFF	8-4:30	8-4:30	8-4:30	10-6:30	8-4:30	
Clifton	8-4:30	OFF	OFF	OFF	OFF	10-6:30	

WEEK OF DEC. 7th, 1964

11-7 Shift	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Hickey, H.	8-4:30	OFF	8-4:30	8-4:30	10-6:30	8-4:30	
Pullen, R.	OFF	8-4:30	8-4:30	8-4:30	8-4:30	10-6:30	
Clifton	OFF	8-4:30	OFF	OFF	OFF	OFF	

AVAILABLE
bound volume

Respondent's Exhibit 23

WEEK OF NOV. 30th, 1964

11-7 Shift	Monday 11/30	Tuesday 12/1	Wednesday 12/2	Thursday 12/3	Friday 12/4	Saturday 12/5	Sunday 12/6
Hickey	OFF	M/C	M/C	M/C	7-3	OFF	OFF
Grant	M/C	OIL	OIL	OIL	OFF		
Allen	OIL	RM	RM	RM			
Norred	RM	DM	DM	DM			
Graham	DM	DM	DM	DM			
Jackson	DM	DM	OFF	OFF			
Blankenship	DM	OFF		S			
7-3 Shift							
Wheeles	M/C	M/C	M/C	M/C	OFF	OFF	OFF
Nickolson	OIL	OIL	OIL	OIL			
Raughton	RM	RM	RM	RM			
Bryant	DM	DM	DM	DM			
Gaston	DM	DM	DM	DM			
Ogle	DM	OFF	OFF	DM			
3-11 Shift							
Thomas	M/C	M/C	M/C	M/C	OFF	OFF	OFF
Reese	OIL	OIL	OIL	OIL			
Osbourn	RM	RM	RM	RM			
Mizzell	DM	DM	DM	DM			
Lawler	DM	DM	DM	DM			
Williams, D.	DM	OFF	OFF	DM			
EXTRA: Dees, J.							
Smith, G.							
Smith, T.							
Wilemon							

Respondent's Exhibit 24

WEEK OF DEC. 7th, 1964

11-7 Shift	Monday 12/7	Tuesday 12/8	Wednesday 12/9	Thursday 12/10	Friday 12/11	Saturday 12/12	Sunday 12/13
Hickey	OFF	M/C	M/C	M/C	M/C	M/C	OFF
Reese		OIL	OIL	OIL	OIL	OIL	
Osbourn		R/M	RM	RM	RM	RM	
Mizzell		DM	DM	DM	DM	DM	
Lawler		DM	DM	DM	DM	DM	
Williams, D.		DM	DM	DM	OFF	DM	
7-3 Shift							
Wheeles	M/C	M/C	M/C	M/C	M/C	OFF	OFF
Grant	DM	OIL	OIL	OIL	OIL		
Allen	DM	RM	RM	RM	RM		
Norred	DM	DM	DM	DM	DM		
Graham	OFF	DM	DM	DM	DM		
Jackson	OFF	DM	DM	DM	OFF		
3-11 Shift							
Thomas	7-3 DM	M/C	M/C	M/C	M/C	OFF	OFF
Nickolson	7-3 DM	OIL	OIL	OIL	OIL		
Raughton	OFF	RM	RM	RM	RM		
Bryant		DM	DM	DM	DM		
Gaston		DM	DM	DM	DM		
Ogle		DM	DM	OFF	OFF		
EXTRAS: Blankenship							
Dees							
Smith, G.							
Smith, T.							
Williams, D.							

TRIAL EXAMINER'S DECISION

Statement of the Case

This proceeding, with all parties represented by counsel, was heard before Alba B. Martin, the undersigned Trial Examiner, in Sylacauga, Alabama, on April 27-30, 1965, on complaint of the General Counsel and answer Dixie Color Printing Corp., Respondent herein.[1] The issues litigated were whether Respondent violated Section 8(a)(1), (3) and (5) of the National Labor Relations Act, as amended, 29 U.S.C. Sec., 151, et seq., herein called the Act. After the hearing all parties filed helpful briefs which have been carefully considered.[2]

Upon the entire record and my observation of the witnesses, I hereby make the following:

Findings and Conclusions

I. The business of the Respondent

Respondent, an Alabama corporation maintaining its office and plant at Sylacauga, Alabama, is engaged in the printing, sale and distribution of nationally syndicated newspaper comics. During the calendar year 1964, a representative period, Respondent sold and shipped products valued in excess of $200,000 directly to customers located outside the State of Alabama. Respondent is engaged in commerce within the meaning of Section 2(6) and (7) of the Act.

---

[1] The charge was filed by the Union on December 14, 1964, and served on Respondent on December 15, 1964.

[2] After the hearing the General Counsel and Respondent filed motions to correct the record in certain respects. Respondent opposed some of the General Counsel's proposed changes. The General Counsel's motion is in the original exhibit file as Trial Examiner's exhibit 1. Respondent's reply and motion to correct record is Trial Examiner's exhibit 2. Upon consideration all of the General Counsel's suggested changes are hereby made except the second suggestion for Volume 1, page 31, line 9, and the suggested change of Volume 2, page 209, line 2. All of Respondent's proposed changes are hereby made except Vol. 1, page 141, line 4. In addition the following corrections in the transcript are hereby made: Volume 2, page 20, line 20, change "Trial Examiner" to "(By Mr. McHugh)"; Volume 4, page 179, line 8, change "John Clinton" to "Joseph T. Clinton."

Respondent is a wholly owned subsidiary of the Greater Buffalo Press, Inc., of Buffalo, New York, which also has other wholly owned subsidiaries in several parts of the country through which it does business.

II. The labor organization involved

International Typographical Union, herein called the Union, is and has been at all times material herein a labor organization within the meaning of Section 2(5) of the Act.

III. The unfair labor practices

A. The issues

The main issue presented here is whether Respondent acted in good faith in insisting on an election before granting recognition and bargaining. The law is well settled that an employer may in good faith insist upon a Board election as proof of a union's majority, but that it unlawfully refuses to bargain if its insistence on such election is motivated not by any bona fide doubt as to a union's majority but rather by the rejection of the collective-bargaining principle or by a desire to gain time within which to undermine the union.[3] It is also well settled that "there is no absolute right vested in an employer to demand an election."[4] The question here is one of fact, whether Respondent's refusal to recognize and bargain with the Union was motivated by a good-faith doubt or by the rejection of the collective-bargaining principle or a desire to gain time within which to undermine the Union.

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[3] Joy Silk Mills, Inc., 85 NLRB 1263, enfd., 185 F.2d 732 (C.A.D.C.), cert. denied 341 U.S. 914.

[4] N.L.R.B. v. Wheeling Pipe Line, Inc., 229 F.2d 391, 393 (C.A. 8); Snow and Sons, 134 NLRB 709, enfd., 308 F.2d 687 (C.A. 9). N.L.R.B. v. Taitel & Son, 261 F.2d 1 (C.A. 7). N.L.R.B. v. Decker Truck Lines, 296 F.2d 338, 341 (C.A. 8).

At issue also is whether Respondent independently violated Section 8(a)(1) of the Act by interrogations, promises of benefit, and threats of reprisal; and whether Respondent violated Section 8(a)(5), (3) and (1) by unilaterally reducing the hours of employment after the Union became the bargaining agent.

B. Self-organization of the employees, and Respondent's refusal to recognize the Union

The record thoroughly established that the impetus to find and join a union came from the employees themselves and that an overwhelming majority of the employees desired collective bargaining rather than individual bargaining with their employer. Pursuant to this initiative employee Robert Gaston called on the president of the Alabama Central Labor Council in Birmingham, Alabama, who referred the matter to Donald M. McFee, the representative of the Charging Union, the International Typographical Union. McFee got in touch with Gaston and met with 17 of Respondent's employees, including those of its head pressman, in a town near Sylacauga on October 25, 1964.[5] McFee credibly testified that those present filled out authorization cards authorizing the Union to represent them in collective bargaining with their employer concerning wages, hours and working conditions. The entire record, including McFee's demeanor as a credible witness, the employees' signatures on and the statements on two petitions, the employees' participation in the strike, Plant Manager Clinton's failure to examine the cards when invited to on November 23, and Respondent's failure in both of its letters to McFee to question employee signatures on cards, guarantees the trustworthiness of the conclusion, which I reach, that authorization cards were signed. Those present at the meeting also signed a petition (the first petition) addressed to the Company.

By the 23rd of November, 24 of the Company's 38 workmen, a vast majority, in the entire plant and in the unit found appropriate below, had signed the petition and on that day the Union's representative, McFee, presented the petition and a written request to bargain to Respondent's plant manager, Joseph T. Clinton. Their conversation is considered below. The request read as follows:

---

[5] Except as otherwise indicated all events herein occurred in 1964.

> Please be advised that the International Typographical Union, affiliated with the American Federation of Labor-Congress of Industrial Organizations, has been authorized in writing by a substantial majority of the employees in your firm who perform work in the production department to represent them for the purpose of collective bargaining of wages, hours and working conditions. The production department operations include all production work in the press room, stereotype room and mailing room (shipping). All journeymen and apprentices employees performing the above described work are included in the collective bargaining group represented by the International Typographical Union.
>
> We are prepared to meet promptly with you and your associates for the purpose of negotiating an acceptable labor-management contract covering wages, hours and working conditions for the employees of your firm as above set forth.
>
> The International Typographical Union has been in existence since 1852. It enjoys a well-merited reputation as a responsible and highly -esteemed trade union composed of 115,000 highly skilled printing craftsmen. The many hundreds of subordinate unions of the ITU maintain contractural relations with thousands of fair-minded employers in the printing and publishing industry in the United States and Canada.

The petition, signed by 24 employees and addressed to Clinton, read as follows:

> We, the undersigned production employees of the Dixie Color Printing Corp. who perform work in the production department of the color comics printing operations, have designated the

> International Typographical Union in writing to represent us in negotiations for the purpose of collective bargaining for wages, hours and working conditions.
>
> Since we constitute a substantial majority of all production employees performing work in the press room, stereotype room and mailing room, which is the production department, we, therefore, request that the Dixie Color Printing Corp. recognize the International Typographical Union as our bargaining representative.

On Monday, November 23, Union Representative McFee and two employees called upon Clinton and presented the Union's written request to bargain, set forth above, and the first petition, set forth above. McFee stated that a substantial majority of the production department employees had requested the Union to represent them. When Clinton questioned the Union's majority McFee offered to let Clinton compare the authorization cards with their signatures against the Company's payroll records, provided that if the Union represented a majority the Company would recognize and bargain with the Union. Clinton did not accept this offer. McFee offered to agree to an election conducted by a minister, a public official, or by Clinton himself or anyone of his selection, provided that the Union have an observer and that the Company agree to recognize and bargain with the Union if the Union won. Clinton declined this offer. McFee offered a non-secret election by separation of the voters; the voters would all stand at one side and those in favor of the Union would step over to the other side. Clinton declined this offer. McFee offered to consent to an election to be conducted by the Board. Clinton declined this offer also. During the meeting Clinton raised no question as to the appropriateness of the unit or as to the inclusion of head pressmen in the unit. Clinton said that he would telephone his superiors in Buffalo, New York (the office of the parent company which owns 100 percent of Respondent) and would see the union representatives the following day before noon.

The following day Clinton got in touch with McFee, told him he had been in touch with Buffalo and had been instructed to forward what the Union had given him; that he had mailed the information to Buffalo and that the Company would get in touch with the Union later. Clinton did not verbally disagree when McFee reiterated that the Union represented a majority in an appropriate unit, and that the Union represented a majority in the whole plant even if Plant Manager Clinton were included in the unit.

On or about December 1 Plant Manager Clinton sent to McFee's home address in Cary, North Carolina, a letter replying to the Union's November 23 request to bargain. Not having heard from Clinton, and not having received this letter and not knowing of its existence, on December 3 McFee went to Clinton's office in Sylacauga, was told by Clinton that a letter had been mailed to him. Clinton refused, upon request, however, to divulge the nature or contents of the letter. That night, before McFee had received it, Respondent posted Clinton's reply letter on the plant bulletin board. It read as follows:

> We have had an opportunity to study and analyze your letter of November 23, 1964, in which you claim to represent a substantial majority of our employees in the Press Room, Stereotype Room, and Mailing Room.
>
> It is our opinion that the unit which you have requested is not appropriate for the purposes of collective bargaining. We are unwilling to recognize your union unless and until the appropriate unit has been determined by the National Labor Relations Board.
>
> We have a good faith doubt of your claim. We have been advised that a number of the employees whose names appear on the petition do not wish to be represented by your union and we understand that a number of other signatures authorizing your union to represent them were obtained through coercion and intimidation. In view of this situation, we are unwilling to agree that your union represents even a

> substantial number, much less a majority, of our employees in any appropriate unit.
>
> For these reasons among others we will insist that an election be conducted by the National Labor Relations Board after the appropriate unit has been determined before we will recognize your union as the representative of a majority of our employees.

The following night, December 4, at a meeting called by McFee, 24 employees signed another petition (the second petition) addressed to the Respondent. On December 8 McFee sent Plant Manager Clinton the following letter:

> This will acknowledge your letter dated December 1, 1964, in which you stated that you were unwilling to recognize the International Typographical Union until such time as an election was conducted by the National Labor Relations Board among your employees. More specifically, you expressed a doubt as to our majority status and you expressed a doubt as to the appropriateness of the union in question.
>
> While we do not feel that the doubt you express is justified in any respect, we are enclosing a second petition which has been executed by a majority of your employees. This petition was signed freely and voluntarily by these employees in my presence on Friday, December 4, subsequent to your statement questioning our majority status.
>
> Once again we request that you recognize and bargain with the International Typographical Union as the collective bargaining representative of all of your production department employees excluding office clericals, janitors, guards, supervisors as defined in the Act, and all other employees. This clearly is an appropriate unit for bargaining.
>
> We are prepared to meet promptly with you and your associates for the purpose of negotiating an acceptable

> labor-management contract covering wages, hours and working conditions for the employees of your Company as set forth above. Therefore, please contact us immediately so that we may make arrangements for negotiations.
>
> Looking forward to early and amicable negotiating meetings, I am,

Enclosed with this letter was the second petition addressed to Clinton and reading as follows:

> In reply to your statement in a letter posted on the Dixie Color Printing Corp. bulletin board on December 3, 1964, concerning the majority status of the company production employees desiring to be represented by the International Typographical Union:
>
> We, the undersigned production employees of the Dixie Color Printing Corp., who perform work in the production department of the color comics printing operations, have designated the International Typographical Union in writing to represent us in negotiations for the purpose of collective bargaining for wages, hours and working conditions.
>
> Since we constitute a substantial majority of all production employees performing work in the pressroom, stereotype room and mailing room, which is the production department, we, therefore, request that the Dixie Color Printing Corp. recognize the International Typographical Union as our bargaining representative.

On Monday, December 14 Plant Manager Clinton sent McFee the following reply letter:

> In reply to your letter of December 8, 1964, we have received no facts which would cause us to change the position we set forth in our letter of December 1, 1964.

> In order that the questions raised in our letter can be settled at the earliest possible time, we again suggest that you file a representation petition with the National Labor Relations Board. If you do this, we assure you that we will cooperate in every way toward having an early election.

This letter had not reached McFee's home in North Carolina by the night of December 15.

Twenty-six employees, all who had signed the second petition,[6] plus three head pressmen, and all but two of those who had signed the first petition, struck early in the morning on December 16, and all but two[7] continued on strike and took their turn at picketing at least until the hearing herein the last week in April 1965. This was strong evidence of majority employee support of the Union and the strike. Yet Plant Manager Clinton testified at the hearing that he still believed some of the striking employees wanted to get out of the Union.

C. An appropriate unit

The record showed that an appropriate unit in Respondent's plant consists of all production and maintenance employees, including pressroom employees, stereotype and plating room employees, and mailing room (shipping) employees, but excluding the janitors and the other customary exclusions. There are approximately 34 employees in this unit. This is a skilled craft unit consisting of those charged with preparing for and making and shipping Respondent's final product, the comic sections for Sunday newspapers. The parties stipulated that the shipping employees should be included.

From the mattresses, which came to Respondent from the Buffalo plant, stereotype plates are cast and cut down to size; they are then

---

[6] Lavender signed the second petition but quit Respondent's employ before the strike.

[7] These two got jobs and worked full time elsewhere.

"cut in to register." They are "split and run." Then "routers" take away dead metal left on the plates. Then the plates are nickeled, grouped and dovetailed and cut down some so the plates can take in rubber titles and coupons for ads. After "changes" are "dropped in" the ads are proofread and the plates are put on shelves (the library) until a "newspaper run" is to be made up to go into the pressroom. Then the plates are removed from the shelves, are put in order according to folios to be run, and are then ready for the pressroom.

The above work is done in one large room sometimes referred to by employees as the stereotype room or the stereotype room and the library. Some six employees work in this room and do all this work, four stereotypers and two platers. Respondent speaks of two departments under two foremen, the stereotyping department under Gene Leslie, and the plating department under Frank Foster. The work and employees in this entire room are closely related to each other and the Union's language in its petitions and demand letters to the Company clearly referred to the entire room. Of note is that in its refusal letters Respondent did not suggest that it had any doubt of what the Union meant when it used the description, "production department," and "stereotype room." Further, Respondent stipulated that all six employees in this room should properly be included in an appropriate unit.

The mean in the pressroom, working six or seven to a shift on three shifts (7 to 3, 3 to 11, 11 to 7) perform their several functions according to a written job description, one man per shift as man-in-charge (sometimes called head pressman), oiler, rollman, and several fly boys or delivery men. These employees work on the one big press and obviously have a strong community of interest with each other and with the employees who make and prepare the plates. The parties stipulated that all pressroom employees (except head pressmen) 19 in number, should properly be included in an appropriate unit.

The four head pressmen should be included in the appropriate unit because the entire record proved that they were not supervisors within the meaning of the Act. They were hourly paid and punched the timeclock. They were young men Respondent had trained for this plant and they were never given the authority of supervisors and were never told they were supervisors until, in the middle of the union activities on December 1, Plant Manager Clinton wrote and read each of them before a witness a letter to that effect. The entire record established that this letter, set forth in the footnote,[8] was an effort to undermine the Union rather than a bona fide effort to neutralize Respondent under the Act. If Respondent had in good faith wished to neutralize itself it would have informed the employees that the head pressmen were not speaking for the Company in any union activity in which they were engaging. In the light of the entire record this threat to the job security of the head pressmen because of their Union activity was a violation of Section 8(a)(1) of the Act. Appraised most charitably this letter was an implied admission that Respondent knew it had not theretofore made these four employees (and employees generally) aware that they were supervisors. The record supports the accuracy of this inference.

When they went to work on the press each of the 23 pressmen, including the 4 head pressmen, was given a 6-page document called "rules for operating press 2022." These rules set out in specific detail the duties of each pressman on the press, and left little room for the exercise by the head pressman or man-in-charge of any independent judgment.

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[8] The letter read as follows:

> Under the terms of the Taft-Hartley Act, you are a supervisor and a representative of management. As a representative of management, you may not take any part whatsoever in union activities or union affairs. If you take part in such activities, you will be subjecting the Company to charges before the National Labor Relations Board.
>
> I want to instruct you at this time that you must not do anything whatsoever which would in any way subject our Company to any kind of charges before the National Labor Relations Board. If you do so, it will be necessary for me to take disciplinary action against you up to and including discharge. If you have any question about this instruction, I want you to ask it at this time. If you have no question, I will expect to carry out this instruction.

Each pressman, including the head pressman, performed their duties under the rules, mostly manual, routine, duties, and, as the record thoroughly established, whenever any special problem arose involving the men or the machine Horton or Clinton or Chief Electrician Holmes was called upon to solve it. Although the man-in-charge was said in the rules to have all employees working on the press "under his authority," the entire record established that the pressmen regarded the head pressmen more as leadmen than supervisors, and that in fact head pressmen were never given and never exercised the authority of supervisors as defined in the Act.

The record proved that the pressmen as a group, including the head pressmen, regarded Horton as their foreman and that head pressmen re- ✓fer all matters, except routine ones, to Horton for decision. Thus any time of night whenever he was in town they had orders to and called Horton to get a replacement for a pressman who was ill or failed to show up, or when they needed someone to help unload a truck. If Horton was unavailable, they called Plant Manager Clinton. After Clinton read the December 1 letter to John Nickolson, a head pressman, Nickolson asked if his duties would be changed. Clinton replied "No" and added "If there is a fire, call the fire department." As the head pressmen always had called Horton or Clinton when any unusual or unroutine problem arose, this Clinton language meant that they were to continue to do so and that they had no power of authority to solve it themselves.

The head pressmen physically work along with the other pressmen during their shifts. They set the ink by adjusting the keys on the ink fountain and thereafter repeatedly check the color and make fountain adjustments as they are required. They "register" copies for each page, i.e., they adjust the plates so that the color is proper and in correct location. The head pressmen pull out proof copies and make necessary adjustments. They regularly check the various mechanical devices on the press, and whenever they are able to, make repairs to insure their proper functioning. In addition, the head pressmen physically assist the other crewmen on the press in performing their jobs as the occasion arises.

Assignment of employees is made weekly by a work schedule posted on the bulletin board. This was made out by Horton until Clinton took it over the first week in December, as is seen below. Head pressmen are not consulted in scheduling the employees, and in fact do not know certainly what shift they themselves will be on or what days they will work from week to week until they read it on the bulletin board. Head pressmen rotate on shifts, and do not always work with the same crew. Upon occasion, as during the week beginning December 7 when Clinton made out the schedule, Head Pressman Nickolson was reduced to oiler and was paid oiler's wages (which were less than head pressman's wages), and Head Pressman Thomas was reduced to delivery man and reduced in pay accordingly, without being consulted about the change. It is unlikely that Nickolson and Thomas would have been thusly treated if Respondent had regarded them as supervisors. This system of scheduling was one of the grievances which led the employees, including the head pressmen, to seek union assistance.

Head pressmen have no authority and have never exercised any authority to hire or fire or effectively to recommend hiring or firing. They have no authority and have never exerted any authority to transfer, lay off, promote, or discipline employees or effectively recommend such action. They do not have authority to grant time off or to assign overtime. Overtime is assigned by Horton, who signs a slip authorizing it. Head pressmen are not consulted in scheduling the jobs to be run. This bypassing of head pressmen in the making of all decisions affecting the pressmen is incompatible with any claimed delegation to direct the work of employees. See Lampcraft Industries, Inc., 127 NLRB 92, 94-5.

Other evidence that Respondent did not regard head pressmen as supervisors are the facts that the working conditions and fringe benefits of head pressmen were more nearly the same as those of employees and different from the fringe benefits of stipulated supervisors. Thus head pressmen and employees worked 37 1/2 hours per week while the supervisors were guaranteed a 48-hour week with a minimum of 8 hours overtime. Head pressmen were covered by company-paid life insurance in the amount of $1,000 whereas the amount of the stipulated supervisors was $20,000 partially paid by the Company. Hospitalization insurance of hourly paid employees including head pressmen did not include major medical coverage, whereas the supervisors' did. Hourly employees, including head pressmen, were not paid for any time lost due to illness, but supervisors were. Hourly employees, including head pressmen, did not receive a Christmas bonus of money, whereas the supervisors did.

The Respondent contended that it would not leave an expensive piece of equipment like the press during the night and midnight shift (Horton's normal hours were 8 to about 5) in charge of somebody who was not a supervisor. But it is possible, as in this situation, for men to be responsible workers taking care of the press, without being supervisors as defined in the Act. The record proved that here there were no disciplinary problems and no irresponsible pressmen. Indeed, Respondent's pressmen were all high type young workers. Horton, Clinton, and Holmes were subject to call and were called in emergencies. Under these circumstances Respondent would not necessarily have a head pressman on duty at night with any more authority than he would have on the day shifts, which was the authority of a leadman, not a supervisor. The entire record proved, as has been seen above, that the head pressmen did not have the authority of supervisors under the Act, and the head pressmen on duty after 4 p.m. had no more authority on their shifts than they had on the 7 a.m. to 3 p.m. shifts when Horton and Clinton were in the plant and closer at hand. Cf. Woodman Co., Inc., 119 NLRB 1785, 1787.

Respondent urged as evidence they were supervisors the fact that head pressmen make out reports and sign their names on the oiler's report and the rollman's report. Sometimes these names are signed opposite the printed word "foreman." Although this is some indication of supervisory status, the overwhelming preponderance of the evidence is, as has been seen above, that the head pressmen were not supervisors as defined in the Act. Further, the record showed that they signed the other pressmen's reports routinely and without inspecting the other men's work. Nickolson credibly testified that most of the time the oiler signs Nickolson's name as well as his own on the oiler's report. Thomas credibly testified that he signed the rollman's report only occasionally and that he has never been reprimanded for failing to sign such a report.

I find upon the entire record that the head pressmen did not meet the statutory standards of responsible direction requiring the use of independent judgment, and that rather they performed the functions of a more experienced worker to one with less experience. They should therefore be included in the unit with the other employees. Cf. Sanborn Telephone Company, Inc., 140 NLRB 512, 515; The Mead-Atlantic Paper Company, 123 NLRB 306, 309-10.

Respondent would include and the General Counsel and the Union would exclude the three janitors. The janitors clean up the locker room, clean and wax the floors, clean up shavings in the stereotype room, mop the floor in the pressroom and the ink spots on it, and bundle the waste paper against the wall. They also empty and clean the drip and grease pans of the press. Upon occasion they also washed Plant Manager Clinton's car, drove his children to and from school, and did yard work around the plant. They are paid less than half of what the pressmen earn. Sometimes, when the pressroom is cluttered, they assist in moving with a tow-motor the finished comics from the pressroom into the shipping department. It is clear that they are not skilled employees and that they do not do maintenance work, such as repairing, adjusting, and tending to the press and other machines, and such as electrical work. The janitors are unskilled employees whose principal function is housekeeping work having no close community of interest with the skilled craft group which comprises an appropriate unit in this plant. For all of these reasons the janitors are excluded from the unit. See Sarasota Herald Tribune and Journal, 111 NLRB 654. Respondent contended but failed to prove that the Union would not accept or represent the janitors because they were

Negroes. Even if the janitors were to be included, the Union's failure to include them in the requested unit was only a minor variance and cannot vitiate a bargaining order. See Galloway Manufacturing Corporation, 136 NLRB 405, enfd. 312 F.2d 322; Ivy Hill Lithograph Company, 121 NLRB 831; United Butchers Abattoir, 123 NLRB 946; Delight Bakery, Inc., 145 NLRB 893, 908; Sabine Vending Co., Inc., 147 NLRB 1010, 1011. These cases also apply to the variance between the Union's requested production unit and the production and maintenance unit found herein. Of note is the fact that there are only two maintenance employees in the unit, Frank Horton and Lavender. Respondent knew the Union included Lavender in its claimed unit because Lavender signed the second petition which was in Respondent's possession.

D. The Union's representation of a majority in the appropriate unit

As of November 23 when the Union first requested recognition, those included in the unit found appropriate herein consisted of stereotypers Sanford, C. Bryant, Brown, and Kirk; plating employees David Williams and Carden; head pressmen Hickey, Wheeles, Thomas, and Nickolson; pressmen Grant, Allen, Reese, Raughton, Osbourn, Norred, B. Bryant, Mizzell, Gaston, Graham, Jackson, Lawler, Ogle, Dura Williams, Blankenship, Dees, G. Smith, T. Smith, and Wilemon; shipping employees H. Hickey, Pullen, and Clifton; and maintenance employees F. Horton, and Lavender. Thus there were 34 employees in the appropriate unit on November 23. All of these except Sanford, C. Bryant, Brown, Kirk, David Williams, Carden, Grant, Pullen, F. Horton and Lavender signed the first petition.

Following Plant Manager Clinton's effort to undermine the Union by reading a letter to each of the head pressmen, as related above, the employees signed the second petition to show that they were not coerced into signing the first petition by the head pressmen or anybody else; and the head pressmen refrained from signing the second petition. The second petition was signed by all those who signed the first except the four head pressmen who had signed the first: G. Hickey, Nickolson, Wheeles, and Thomas. In addition four employees signed the second petition who had not signed the first: Sanford, Kirk, Carden, and Lavender.

Thus when the Union made its two demands to bargain and presented the two signed petitions to the Company the Union represented 24 in an appropriate unit of 34, an overwhelming majority.

E. Hostility, interrogations, threats

1. Upon his return from a short trip to Florida, on Friday, November 20, Plant Manager Clinton received a telephone call from a local businessman and former mayor of Sylacauga, Joseph Dark. Only Clinton testified about this conversation, as Dark was not called as a witness. According to Clinton, it was 4 p.m. and Dark asked him to come down to his office at Dark's place of business. Clinton did so, and when he arrived Dark allegedly told him that he had heard there was much grumbling by pressmen at Respondent's plant about working on Sundays and not being paid overtime for Sunday and holiday work. Clinton incredibly testified that Dark did not mention anything about a union being in the picture. This was incredible because the employees had made it clear to the union representative at their first meeting, verbally and by signing the first petition addressed to Plant Manager Clinton, that the employees wanted their union activity to be in the open and wanted Clinton to know of their identity with the Union. If employees were talking down town, they were certainly not hiding their affiliation with the Union. Clinton's testimony was incredible further because no reason appears why a former mayor would not tell Clinton over the telephone about some grumbling in his plant rather than ask him to come to his office to hear that news. It was incredible further because it is the Board's experience that businessmen and city officials sometimes ally themselves to defeat a union incursion in their midst but do not do so merely because there is grumbling in a plant. Because of this and other clearly incredible testimony, and his treatment of his employees in this matter, Plant Manager Clinton did not impress me as a completely credible witness.

Upon his return to his plant, Clinton instructed his next in command, Leck Horton,[9] to find out what the complaining was about. "Union" was allegedly not mentioned, but this is unbelievable under all the circumstances of this case.

Pursuant to these instructions, during the night hours of Friday, November 20, and the early morning hours of Saturday, November 21, ✓Horton went to the plant when he was not normally on duty, in street clothes, summoned or sought out seven employees one at a time, and engaged them in conversation during their working hours, some of them in lengthy conversation.

According to the credited testimony of Gene Graham, a credible witness, at about 10:30 that night Horton told him in substance that he wanted to talk to him about this union business. Then after preliminary questions Horton asked Graham why he wanted the Union. After getting Graham's answer Horton asked what were the men's gripes. Graham replied that "I don't like to work straight time on Sunday." Horton said that that was the only thing "you have been abused on," and then asked, "do you think if this was corrected it would stop the Union?" Graham replied in the negative. Then Horton said that Plant Manager Clinton and he had decided to have a committee represent the employees in monthly meetings with Horton and Plant Manager Clinton, the committee to be composed of one man from each of the three shifts. Horton added, "no one will pay union dues, and everybody would be happy." When Horton asked Graham if he thought that would work, Graham replied that he did not. Repeatedly during this conversation Horton hung his head down and said he "wished we would call this thing off."

That night between 10 and 11, according to the credible and credited testimony of Harmon Allen, who impressed me as a credible witness,

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[9] Horton was referred to in the evidence as foreman over the pressroom and as superintendent of the plant. Resolving the matter is not necessary to solving the case. It is not questioned that Respondent is responsible for Horton's acts and statements.

Horton asked Allen "what was this stuff he had been hearing about the Union" and said that he had heard "ya'll have gone union." Then Horton asked "well, is there anything that you know we can do to stop it?" Allen replied in the negative. Horton then asked if a gripe committee "would work," a committee composed of one representative from each shift "to counsel with us." Allen replied in the negative. Horton then asked if one of the biggest gripes was Sunday work.

That night around 10:30, according to the credited testimony of Grover Blankenship, a credible witness, Horton called him off to the side of the pressroom and said that "this took me by complete surprise. It all hit me right in the face." Then Horton asked why the men were dissatisfied. In substance Blankenship replied that the men were dissatisfied because of the Sunday work, because of the way the work was scheduled, and because of the Company's practice of calling men to work during their off hours without paying them overtime to take over for men who were sick. Then Horton asked if the men would be satisfied if the Company eliminated Sunday work and had a representative from each shift meet with Mr. Clinton once a month to work out their problems. Blankenship replied that the men would not be satisfied by this arrangement.

Employee Oscar Raughton credibly testified that at about 12:30 to 12:45 a.m. on the morning of November 21, when he was working on his job as a pressman, Horton asked him to go into the plant cafeteria and there engaged him in conversation for about 30 minutes. As to the other employees, Horton asked Raughton what the men's problems were. Raughton replied that he thought working conditions in general were the biggest problem. Horton asked if Raughton thought the biggest problem was Sunday work and whether, if Horton could get Sunday work eliminated or paid by double time, this would solve the men's problems. Raughton replied that he did not think this would solve the problem at that time. Twice during the conversation Horton asked if Raughton thought the men could get a committee together to meet with Horton and Clinton once a month in order to settle their problems. Raughton replied that he did not think it would work out because he did not believe Clinton would meet with them; and he asked Horton if the latter had any guarantee that Clinton would meet with them if they got a committee together. To this Horton made no answer.

Buster Bryant who by his demeanor impressed me as a very honest and credible witness, testified that Horton engaged him in conversation for about an hour between midnight and 1 a.m. on November 21. Bryant credibly testified that during the conversation Horton "wouldn't look me hardly in the face," and that Horton "was blushing and he seemed to be perplexed and it was hard for him to look me in the face." According to the credited testimony of Bryant, Horton's interview with him went substantially as follows. Horton opened with the question "what is this I hear about your joining the Union." Bryant replied that he had joined the International Typographical Union. Horton asked him why and Bryant replied because he thought it was a fine organization and because he desired to be a part of organized labor, and that through organized labor he hoped to improve his working conditions in the plant which he considered to be very poor. Bryant elaborated that the men objected to the way their jobs were shifted around on the work schedules without any regard to the employees' welfare. After further discussion of the Company's job scheduling, Horton asked if there was any way to stop the Union, if there was any way "that they could get out of that." Bryant replied in the negative, adding that the men had joined the Union and wanted the Union to represent them. Horton asked if the problems could be solved by the men's receiving overtime for Sunday work and if they set up a committee composed of one man from each department to meet monthly with Horton and Clinton. Bryant replied, "No." Horton said that once he had belonged to a union in Anniston, Alabama; that the men had asked for a pay raise and that the plant had closed down; Horton added "it just goes to show you that a plant can close down, you know, if they want to." All the way through this conversation Horton kept asking "is it too late?", "can we get out of this?"

During this conversation Bryant told Horton that what Horton was doing and asking Bryant to do was illegal. Horton replied, "Well, I might be breaking the law then." During the interview Horton asked "how all this got started," referring to the union movement.

Horton talked with Jerry Dees in the plant cafeteria about 1:30 a.m. on November 21. Horton asked Dees, according to the latter's credited testimony, "if I didn't think we could hold off on this Union business." Dees replied, "No." Horton asked if it would do any good if he could get Clinton to agree to eliminate Sunday work or to pay double time for Sunday work. Dees replied, "No." Horton asked how the committee idea would work, to meet with Clinton. Dees replied that the men had joined the Union and had gone too far to give up or back down or get out of the Union. Horton said that just before he heard the union talk around the plant he had gotten word that a "new" press was supposed to be running by March 1965, that he "didn't know how this union business would effect the installation of the new press." Horton also mentioned that at "our other" plant in Anniston, Alabama, which is a "union plant," when there was a cut-back they went by seniority; and that Dees was one of the low men in seniority.

Horton talked with John Nickolson at about 2 a.m. on November 21. Horton initiated the same subjects with Nickolson that he had with the other employees, and received the same answers: Couldn't they put the union off; how about double time or time-and-a-half for Sunday work; how about a committee to discuss problems. Nickolson said "no" on all counts and added that "things had done gone too far."

Horton talked with pressmen on two shifts, the evening shift which worked from 3 p.m. to 11 p.m., and the night shift which worked from 11 p.m. to 7 a.m. As a witness Horton admitted having about the same conversation with each of the men. He admitted asking what the complaints were and suggesting a committee. He denied some of the testimony credited above. He claimed not to have learned there was a union in the picture until his conversation with the third employee he interviewed, but he admitted continuing his interrogation of four employees thereafter. As by some of his answers and by his demeanor Horton impressed me as a timid, unsure and not fully credible witness, as the employee witnesses he partially contradicted were strong and credible witnesses, and upon the entire record considered as a whole, I do not credit Horton's version of these conversations and I do not credit his denials.

Upon the above facts and considerations I find that Respondent, through Horton, interfered with, restrained and coerced employees in the exercise of the rights guaranteed in Section 7 of the Act, thereby violating Section 8(a)(1) by the following acts and conduct: (a) Directly and indirectly interrogating employees as to how the Company could stop the Union; (b) suggesting the formation of a plant committee to stop the Union; (c) interrogating employees as to why they wanted the Union and how the Union got started; (d) directly and indirectly threatening employees that if the plant "went Union" the plant might shut down and that in the event of a cutback those lowest in seniority might be affected.

A few days later Horton engaged employee Hugh Hickey in conversation about job security with and without a union. Horton told Hickey of different places where Horton had worked, and observed that he felt he had as much job security without a union and with a union. Then Horton said that a certain factory had closed down because the employees had tried to go union.

A week or so later Horton, evidently referring to the same factory, told employee Oscar Clifton that the employees, bargaining for a wage increase, had struck, and upon their return worked only 2 months when the plant was closed down.

During the same period Horton told employee Oscar Raughton that even if the employees did go union the Company still would have the right to hire and fire when it wished. Horton added, "by now, you can see that the Company does not want to go union."

In the light of the other threats Horton was making and the other unfair labor practices occurring during this period; I find that Horton's statements to Hugh Hickey and Clifton concerning the plant that closed down because the employees "went union" amounted to an implied threat that the same could happen at Respondent's plant; and that Horton's statement to Raughton that the Company retains the right to fire amounted to an implied threat that Respondent might use this right against the union employees. By these threats Respondent further interfered with, restrained and coerced employees in the rights guaranteed in Section 7 of the Act and thereby further violated Section 8(a)(1).

On Saturday, November 21, the day after Horton had interrogated and threatened employees on two shifts the night before, Horton reported to Plant Manager Clinton that some of the employees had signed cards for a union and that he thought most of the employees were in a union. He also told him what the employee complaints consisted of.

2. According to credible and uncontradicted testimony, Chief Electrician Wilbur Holmes interrogated and threatened employees as follows:

(a) On November 21 Holmes said to employee Oscar Clifton: "I hear you boys are fixing to put us out in the cold . . . The ole man will close this plant down . . . I will bet you by next week we will be on 2 or 3 days a week."

(b) Between about November 21 and November 25, Holmes asked employee Hugh Hickey if he was a member of the Union, and threatened that the plant "could close down before it would ever go union."

(c) Around 3 p.m. on November 23, after McFee had presented the Union's first letter and first request to bargain to the Company, Holmes told employee Thomas W. Smith that "you boys are making a mistake. . . The Company will never stand for these union activities . . . This is a non-union town . . . It has never stood for the union to be in here and they will not allow it in the future . . . (you will) be on short time within 2 weeks . . . The men that owned the Dixie Color would close the plant down before they would allow it to go union."

(d) In later November Holmes threatened to employee Calvin Bryant that "if the plant were to go union that they would close it down."

(e) On or about November 23 Respondent returned to the seller a defective large spool of wire that had been intended for use on a new press Respondent was getting ready to install. Holmes took advantage of the opportunity and told John Nickolson that the wire was being returned because the Company had found out about the Union; and he told shipping employee Hugh Hickey that they were shipping the wire out "because the new press was not going up, that they were shipping it out because of the Union."

Chief Electrician Holmes was responsible for the proper and continuous performance of all electrical devices in the plant, including the air conditioners, the tow-motors, and the press itself, which were electrically run. In carrying out this responsibility he frequently had employees working under him whose work he directed and for whose work he was responsible. He had and exercised authority to pledge Respondent's credit up to at least $12 for the making of purchases. He received fringe benefits identical to those of two men Respondent stipulated to be supervisors, including greater company-paid insurance benefits than those enjoyed by the employees, guaranteed pay for 48 hours a week (8 at time and a half) regardless of the number of hours he worked, and a Christmas bonus of $100. His weekly pay was the same as the two stipulated supervisors, Frank Foster and Gene Leslie. These three make out and hand in their own time slips whereas the employees punch a timeclock. In addition, the credible testimony was that Holmes was responsible for the discharge of a maintenance employee, one Thomas, in the middle of the midnight shift, at about 3 a.m., for abusing an electric tow-motor. Holmes told George Hickey and Robert Gaston he had fired Thomas and that he would stay fired. Holmes told employee Oscar Clifton that "you will not see that young buck around here tomorrow." Thomas was not seen in the plant any more that early morning or ever, and it was later that same shift that Holmes told Gaston he had fired Thomas. Although Plant Manager Clinton testified that he discharged Thomas, presumably the next day, the entire record established, and I find, that Holmes brought about the discharge and either discharged the man on the spot or effectively recommended it.

Upon the above facts and considerations and the entire record considered as a whole I find and hold that Holmes had authority, in the interest of Respondent, to direct employees in their work and to discharge or effectively recommend discharge of employees; and that the exercise of such authority required the use of independent judgment. It follows, and I find, that Respondent was responsible for his statements to employees. By Holmes' threats that the plant will or might close down because of the Union, Respondent further violated Section 8(a)(1) of the Act. By Holmes' asking employee Hickey if he was a member of the Union, which under all the circumstances of this case reasonably tended to interfere with, restrain and coerce employees in the rights guaranteed in Section 7, Respondent further violated Section 8(a)(1) of the Act.

Shortly after the first petition Foreman Frank Foster singled out George Hickey, who was known to be a union member, and engaged him in conversation about the Union. Foster stated that if Foster was caught talking to Hickey, it would cost him his job. This admission indicated a supervisor's knowledge of the hostility Respondent had towards the Union and collective bargaining.

F. Efforts to undermine the Union

1. When high plant officials, such as Horton and Holmes, threaten and interrogate employees as they did between November 20 and November 23, a likely result is that employees who are weak in their conviction for a union, will seek to get out of it. That is what Guy Wheeles and Bobby Norred did on the morning of Tuesday, November 24. Early in the morning before Clinton got in touch with McFee (though Clinton did not mention this to McFee) Wheeles and Norred told Clinton they wanted to get out of the Union, and asked whether they could keep their jobs if they got out. Clinton told them they could keep their jobs. Wheeles asked Clinton how he could get out of the Union and Clinton suggested that Wheeles get in touch with his father-in-law, Mr. Appleby, another local businessman. Wheeles called Appleby and a meeting was arranged for later that morning. Plant Manager Clinton was scheduled to be there but arrived a little

later after Appleby telephoned him. The gathering lasted about 1 1/2 hours.

In urging employee Blankenship to go to this meeting, according to Blankenship's credited testimony on cross-examination, employee Norred told Blankenship that Clinton had promised to put it in writing that if Norred left the Union Clinton would not fire him, and that Clinton would write the same thing for Blankenship.

Present at the meeting at Appleby's house were local business leaders Appelby and Dark, Plant Manager Clinton, and employees Wheeles, Norred, and Blankenship. Ex-Mayor Dark had written language the employees could use to get out of the Union. Wheeles and Norred used this language to write, then or later that day, identical withdrawal letters from the Union. Dark said he would mail copies to the Union and the Company, but there was no proof that they were ever mailed to the Union or that the Union ever received them. Although Clinton may not have been in the room when Dark helped employees word their withdrawal letters, this would not insulate Clinton from responsibility for what happened at a meeting he suggested or caused, attended and participated in.

At the meeting Dark and Clinton both told the employees that the Union was not going to pay them any strike benefits amounting to $90 a week. Clinton said that McFee would tell the employees anything, that McFee "was going to get 75 percent of (your) union dues for a year." As he was talking about the employees' getting out of the Union, Dark, referring to notes he had, stated the rates employees were paid in Birmingham, Atlanta, and other places. Dark said that union dues would be 5 percent of Blankenship's monthly salary.

At the meeting Wheeles told Plant Manager Clinton that the men were dissatisfied because of Sunday work and no premium pay for Sunday work, and also because of the Company's scheduling of jobs. Clinton replied that he did not realize everybody was dissatisfied. Employee Blankenship asked if Clinton would eliminate Sunday work. Clinton replied that he would eliminate it, but that this would necessitate laying off some employees. Blankenship asked what Clinton was going to offer to satisfy the men. Blankenship asked Clinton to put something in writing to the effect that if the men got out of the Union they would not lose their jobs. Clinton declined.

After calling an executive of the parent company in Buffalo, New York, and receiving a call back from a company lawyer in Buffalo, Clinton told the employees that all he could tell them was to get themselves some competent advice. Then Clinton left the meeting.

The events of November 24 before and during this meeting showed that at least some of the employees were fearful for their jobs. Clinton assisted these employees to get out of the Union by suggesting whom Wheeles might see to get help; and by agreeing himself to go to Appleby's house and by going there obviously knowing that the purpose of the meeting was to assist employees to get out of the Union. The record showed also, as has been seen above, that Clinton sought to undermine the Union by talking of a strike before employees had seriously considered or decided to strike, and by talking down union strike benefits. Clinton's statement that McFee would get 75 percent of the employees' dues for a year revealed a complete rejection of the principle of collective bargaining.

Further, Clinton actually began to bargain individually with employee Blankenship over eliminating Sunday work, thereby undermining collective bargaining with the Union. All of these actions by Clinton raise a serious doubt as to whether Respondent's alleged doubt of the Union's majority status was a good-faith doubt.

2. Additional evidence that Plant Manager Clinton was undertaking to use the time between the Union's November 23, request and the Respondent's December 1 refusal to undermine the Union was the fact that on November 30, Clinton unilaterally, without first discussing the matter with the Union, which then represented a majority of his employees in an appropriate unit, announced the reduction of the weekly hours of most of the employees, reduced the status of some, and temporarily laid off several

of them. Clinton did this by changes in the posted employee work schedule which Clinton made out himself. This was the first time in many months that Clinton had made out the employee work schedule. Prior to this Horton had been doing it. By this scheduling, Clinton assigned one head pressman as oiler, and while assigning another head pressman as delivery boy scheduled a pressman as head pressman. By this time Clinton had received the Union's first demand letter and first petition bearing 24 employees' signatures and had talked with McFee twice. Clinton knew that scheduling of the men was one of their grievances and one of the subjects they wished to bargain about collectively through the Union. Clinton published no reason as to why he was making these changes. Although he had a plausible reason other than to undermine the Union, no reason appears as to why he failed to post a notice stating the plausible reason. His failure, while posting his refusal letter to the Union on December 3, was interpreted by the employees as an antiunion move. Clinton could not have failed to know and to have expected and intended that posting the schedule as he did, with no explanation as to why, would have affected employees as it did.

The plausible reason was that there was a substitute inking carriage in the plant which had been worked on for months and was intended for the press. It was necessary to shut down the press to install this inking carriage. It was installed at about this time because it was ready to install and was long overdue. To maintain production some work was sent out to other affiliated plants.

Clinton testified employees knew the "cutback" in the scheduling was to install the inking carriage. The proof was lacking that employees, generally, knew the carriage was ready for installation at just this time and that the cutback was for this purpose. The fact that employees interpreted Clinton's maneuver as antiunion was evidence to the contrary.

Upon the entire record considered as a whole, I find that Clinton used the installation of the ink carriage to discriminate against employees because of their union activities, thereby violating Section 8(a)(3) of the

Act; and that in taking this unilateral action without giving the Union an opportunity to bargain concerning it, thereby undermining the Union and rejecting the principle of collective bargaining, Respondent violated Section 8(a)(5) and (1) of the Act. See N.L.R.B. v. Crompton-Highland Mills, Inc., 337 U.S. 217, rehearing denied 337 U.S. 950; N.L.R.B. v. Katz, 50 NLRB 2177, 2180.

G. Refusal to bargain defenses; conclusions

The entire record reveals, and I find, that Respondent refused to recognize and bargain with the Union not because of any good-faith doubt concerning the Union's majority but because it rejected the principle of collective bargaining and because it wished to gain time within which to undermine the Union. The Union's majority was overwhelming, as shown by the employees' signatures on two petitions which were handed to Respondent. That Respondent did not question these signatures was shown by the fact that although Clinton cross-checked the signatures on the two withdrawal letters he received against payroll signatures, he did not so cross-check the signatures on the petitions. Further, as early as November 21, Horton told Clinton he thought most of the employees were in a union.

If Respondent had had any good-faith doubt of the Union's majority status in an appropriate unit it could have accepted the Union's offer of November 23 to consent to a Board election and could have filed a petition with the Board. This it never did. Instead it engaged in a course of conduct which showed a rejection of the collective bargaining principle and was obviously designed to undermine the Union's majority status. Thus, it threatened and interrogated employees, undertook individual bargaining with employees and suggested a plant committee with no dues to defeat the Union. It informed employees the plant was in a nonunion town and the Company would not stand for a union and, rather, would close down. While refusing to disclose its contents to its union addressee, Respondent posted its first letter rejecting the Union's request to bargain, for maximum impact upon employees' minds in the face of the Union's outstanding request to bargain and the request of its employees in the first petition that Respondent recognize and bargain with the Union. Respondent unilaterally instituted and announced a reduction in hours, and hence wages, of employees, which effectively laid off some employees. It sought to undermine the Union by threatening the job security of head pressmen because of their union activities. These numerous unfair labor practices are an absolute refutation of any good-faith doubt on the part of Respondent.

Respondent professed a doubt as to the composition of an appropriate unit. Of note is that the plant manager on the scene expressed no doubt on November 23, when he first talked with a union representative. Respondent may have had such a doubt, but any such doubt was not the basis for Respondent's actions, which was as stated above. See N.L.R.B. v. Austin Powder Company, 60 LRRM 2145 (C.A. 6, September 22, 1965).

Respondent contended some employees wanted to withdraw from the Union. As has been seen above, only two employees, Wheeles and Norred, took steps to withdraw, and then only after Horton's several hours of threats and interrogations in the plant and after some of Chief Electrician Holmes' threats, and with the help of Plant Manager Clinton and local leaders and businessmen with whom Clinton was in alliance on the matter. The effect of Horton's and Holmes' threats was shown by the employees' concern at the meeting at Appleby's house that they get written assurance from Clinton that if they got out of the Union they could keep their jobs. Any other employees who allegedly wanted to withdraw signed the second petition without any coercion, went on strike without any coercion, and stayed on strike. Although this was absolute refutation of any desire to withdraw Respondent never abandoned its position of rejecting the Union. In any case a company which causes and fosters and assists withdrawals from a union cannot be heard to assert the Union lacks a majority, because it would be profiting from its own wrong doing.

Respondent contended but failed to prove that some employees, principally Wheeles and Norred, joined the Union under coercion. Wheeles testified he joined of his own free will, and other testimony did not sustain a finding of coercion. There was no proof Norred or anybody else was coerced. This was as clean a situation of employees' self-organization as could be found. The Union representative, McFee, was very careful not to coerce the employees and to let them know the choice was theirs freely to make. The enthusiasm of employees for the Union led them to urge doubters to join, but their actions were not proven to be coercive.

Respondent contended the head pressmen were supervisors and that they organized the Union at the plant. As have been found above they were not supervisors. Even if they were, all the evidence was, as Respondent well understood, that in helping themselves and the employees get a union the head pressmen were acting in the interest of the employees and themselves. They were acting to better their own interest. They wanted a union of their choice, not no union of Respondent's choice. There was only one union in the picture, which the Company opposed, and the head pressmen joined that union, and went on strike with the other employees, to assist themselves and employees in their dealings with the Company, not to use Respondent's power to subvert the Union. Of note is that the night Horton was in the plant interrogating and threatening employees, he spoke to head pressman Nickolson the same as he did the others, and did not state that Nickolson was a supervisor and should not be in the Union for that reason. See Douglas County Electric Membership Corp., 148 NLRB No. 61. Further, even if Respondent, despite its unfair labor practices found herein, could be deemed to have had a good-faith doubt as to the status of the head pressmen, its course of action was to object to the inclusion of the head pressmen in the bargaining unit, not to refuse to bargain altogether.[10]

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[10] Sakrete of Northern California v. N.L.R.B., 56 LRRM 2327, enforcing 140 NLRB 765; see also N.L.R.B. v. Sunrise Lumber & Trim Corp., (C.A. 2), 241 F.2d 620; N.L.R.B. v. White Construction Company (C.A. 5), 204 F.2d 950.

My final conclusion on the entire record considered as a whole is that by failing and refusing on and after November 23, 1964, to recognize and bargain with the Union as the exclusive representative of the employees in the unit found herein to be an appropriate unit, Respondent violated Section 8(a)(5) and (1) of the Act.

IV. The effect of the unfair labor practices upon commerce

The activities of the Respondent set forth in section III, above, occurring in connection with the operations of Respondent set forth in section I, above, have a close, intimate and substantial relation to trade, traffic and commerce among the several States, and tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

V. The remedy

Having found that Respondent has engaged in certain unfair labor practices, I shall recommend that it cease and desist therefrom and that it take certain affirmative action designed to effectuate the policies of the Act.

Respondent having refused to bargain collectively with the Union as the exclusive representative of its employees in an appropriate unit, I recommend that Respondent, upon request, bargain collectively with the Union as the exclusive representative of its employees in the unit set forth herein concerning wages, hours, and other terms and conditions of employment, and if an understanding is reached, embody such understanding in a signed agreement.

As to the causes of the strike, all the evidence on this subject proved that the strike was caused by Respondent's unfair labor practices and that it was an unfair labor practice strike. Thus McFee credibly testified that on December 3 he told Clinton that the employees were concerned over what Horton and others were saying in the plant and over the actions of the townspeople; that the employees were tremendously upset over the "cutback." At the December 4 union meeting, precipitated by Clinton's posting of his first refusal letter on the bulletin board, McFee told the employees the Company was not going to recognize the Union, that the Company was raising legal technicalities, that there was little likelihood that the actions of the Company and townspeople, the short schedules, the layoffs, the coercion, would be eliminated. McFee outlined Respondent's activities against the employees and the Union, told them the decision was theirs as to whether they continued to work or struck, and that if they struck it would be an unfair labor practice strike. The vote was unanimous to strike. McFee said that before a strike he would exhaust every possible avenue to avoid it. Other testimony by employees corroborated that the strike was caused by Respondent's unfair labor practices. As it was an unfair labor practice strike, the striking employees are entitled to their jobs back, or substantially equivalent employment, upon the strikers' unqualified application to return to work. It is therefore recommended that upon the strikers' unqualified application to return to work Respondent offer to each of them immediate and full reinstatement to his former or substantially equivalent position[11] without prejudice to his seniority and other rights and privileges and make him whole for any loss of pay he may have suffered by reason of any discrimination against him by payment to each of a sum of money equal to that which he normally would have earned as wages from the date of Respondent's failure to offer him reinstatement or substantially equivalent employment, the date of the discrimination against him, to the date when, pursuant to the Recommendations herein, Respondent shall offer him reinstatement, less his net earnings during said period (Crossett Lumber Company, 8 NLRB 440, 497-8), said backpay to be computed on a quarterly basis in the manner established by the Board in F. W. Woolworth Co., 190 NLRB 289. The backpay obligation of Respondent shall include the payment of interest at the rate of 6 percent to be computed in the manner set forth in *Isis Plumbing & Heating Co.*, 138 NLRB 716. As provided in the *Woolworth* case, I recommend further that Respondent make available to the Board on request payroll and other records in order to facilitate the checking of the amount of backpay due.

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[11] The Chase National Bank of the City of New York, San Juan, Puerto Rico, Branch, 65 NLRB 827.

Respondent having used the "cutback" to discriminate against employees because of their union activities, I recommend that Respondent make whole all employees[12] affected by the "cutback," including those temporarily laid off, by payment to each of them of a sum of money equal to that which he normally would have earned as wages from December 4 through December 15, the period of the cutback. This backpay obligation shall include the payment of interest at the rate of 6 percent to be computed in the manner set forth in the *Isis* case. As provided in the *Woolworth* case, I recommend further that Respondent make available to the Board on request payroll and other records in order to facilitate the checking of the amount of this backpay due.

The violations of the Act committed by Respondent are persuasively related to other unfair labor practices proscribed by the Act and the danger of their commission in the future is to be anticipated from the Respondent's conduct in the past. The preventive purposes of the Act will be thwarted unless the Order is coexistensive with the threat. In order therefore to make more effective the interdependent guarantees of Section 7, to prevent a recurrence of unfair labor practices, and thereby minimize industrial strike which burdens and obstructs commerce and

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[12] Those shown by the record to have been affected were:

Oscar Clifton
Billy Carden
Thomas Smith
Gary Smith
David Wilemon
Jerry Dees
George Hickey
Harmon Allen
Frank Gene Graham
John Nickolson
Buster Bryant
Bobby Gaston
John Thomas
James Reese, Jr.
William F. Osbourn
Charles Mizzell
Jerry Lawler
Ronnye Jackson
Harold Ogle
Dura Williams
George Blankenship
Oscar Raughton
D. R. Kirk

thus effectuates the policies of the Act, I shall recommend that Respondent be ordered to cease and desist from infringing in any manner upon the rights guaranteed in Section 7 of the Act.

Upon the basis of the foregoing findings of fact, and the entire record in the case I hereby make the following:

Conclusions of Law

1. Dixie Color Printing Corp. is engaged in commerce within the meaning of Section 2(6) and (7) of the Act.

2. International Typographical Union is a labor organization within the meaning of Section 2(5) of the Act.

3. By interrogating employees as to whether they were members of the Union, why they wanted the Union, how the Union got started, and how Respondent could stop the Union; by suggesting the formation of a plant committee to stop the Union; by threatening employees that if the plant "went union" the plant would or might shut down and that in the event of a cutback those lowest in seniority might be affected; by threatening possible discharge against union employees; by threatening that the Company would never stand for union activities and would close down before it would "go union"; by threatening the plant would go on "short time" because of employee union activities; and by threatening the job security of head pressmen because of their union activities; Respondent interfered with, restrained and coerced its employees in the exercise of rights guaranteed in Section 7 of the Act, and thereby has engaged and is engaging in unfair labor practices within the meaning of Section 8(a)(1) of the Act.

4. At all times material herein, the following employees of Respondent at its Sylacauga, Alabama, plant have constituted and now constitutes a unit appropriate for the purposes of collective bargaining:

> All employees at the Sylacauga plant, including press room employees, stereotype and plating room employees, and mailing room (shipping employees), but excluding all office clerical

employees, professional and technical employees, janitors, guards and supervisors as defined in the Act.

5. On November 23, 1964, and at all times thereafter, International Typographical Union was and now is the exclusive representative of all employees in the aforesaid appropriate unit for the purposes of collective bargaining within the meaning of Section 9(a) of the Act.

6. By refusing on November 23, 1964, and at all times thereafter, to bargain collectively with said Union as the exclusive representative of all its employees in the aforesaid appropriate unit, Respondent has engaged in and is engaging in unfair labor practices within the meaning of Section 8(a)(5) and (1) of the Act.

7. From December 4 to 15, 1964, by unilaterally changing the hours of work and rates of pay of employees and temporarily laying off some employees, without discussing these changes with the exclusive bargaining representative of its employees in an appropriate unit, Respondent violated Section 8(a)(5) and (1) of the Act. By using necessary maintenance work as a vehicle or excuse to discriminate against employees because of their union activities, Respondent violated Section 8(a)(3) of the Act.

8. The aforesaid labor practices are unfair labor practices affecting commerce within the meaning of Section 2(6) and (7) of the Act.

RECOMMENDATIONS

Upon the basis of the foregoing findings of fact and conclusions of law, and upon the entire record in the case considered as a whole, I recommend that Dixie Color Printing Corp., Sylacauga, Alabama, its officers, agents, successors, and assigns shall:

1. Cease and desist from:

(a) Interrogating employees as to whether they are members of the Union, why they wanted the Union, how the Union got started, and how Respondent could stop the Union;

(b) Suggesting the formation of a plant committee to stop the Union;

(c) Threatening employees that if the plant "went union" the plant would or might shut down and that in the event of a cutback those lowest in seniority might be affected;

(d) Threatening possible discharge against union employees;

(e) Threatening that the Company would never stand for union activities and would close down before it would "go union";

(f) Threatening that the plant would go on "short time" because of employee union activities;

(g) Refusing to bargain collectively with International Typographical Union as the exclusive bargaining representative of Respondent's employees in an appropriate unit with respect to rates of pay, wages, hours of work, and other conditions of employment;

(h) Unilaterally announcing and changing the hours of work and rates of pay of employees without first discussing those changes with the Union;

(i) Using necessary maintenance work as a vehicle or excuse to discriminate against employees because of their union activities;

(j) In any other manner interfering with, restraining, or coercing its employees in the exercise of their rights to self-organization to form labor organizations, to join or assist the above-Union, or any other labor organization, to bargain collectively through representatives of their own choosing, and to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from any and all such activities.

2. Take the following affirmative action which I find will effectuate the policies of the Act:

(a) Upon request, bargain collectively with International Typographical Union as the exclusive representative of the employees in the appropriate unit found herein, with respect to rates of pay, wages, hours of employment, and other conditions of employment, and if an understanding is reached, embody such understanding in a signed agreement;

(b) Make whole any employees for any loss of pay they may have suffered or may suffer in the future by reason of any discrimination practiced against them, in accordance with the recommendations set forth in "The remedy" herein;

(c) Preserve and make available to the Board or its agents upon request, for examination and copying, all payroll records, social security payment records, timecards, personnel records and reports, and all other records necessary to analyze the amounts of any backpay due under the terms of these recommendations;

(d) Post at its plant in Sylacauga, Alabama, copies of the notice attached hereto marked "Appendix."[13] Copies of said notice, to be furnished by the Regional Director for the Board's Tenth Region (Atlanta, Georgia), shall, after being signed by the Respondent's representative, be posted by Respondent and maintained by it for sixty (60) consecutive days thereafter, in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by Respondent to insure that said notices are not altered, defaced, or covered by any other material;

Notify the Regional Director for the Tenth Region in writing within ten (10) days from the date of this Decision and Recommended Order, what steps Respondent has taken to comply herewith.[14]

Dated at Washington, D. C.
November 22, 1965

/s/ Alba B. Martin
Trial Examiner

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[13] In the event that these Recommendations be adopted by the Board, the words "A DECISION AND ORDER" shall be substituted for the words "THE RECOMMENDATIONS OF A TRIAL EXAMINER" in the notice. In the further event that the Board's Order be enforced by a decree of the United States Court of Appeals, the words "A DECREE OF THE UNITED STATES COURT OF APPEALS ENFORCING AN ORDER" shall be substituted for the words "A DECISION AND ORDER."

[14] In the event that these Recommendations be adopted by the Board, this provision shall be modified to read: "Notify said Regional Director in writing within 10 days from the date of this Order what steps the Respondent has taken to comply herewith."

APPENDIX

NOTICE TO ALL EMPLOYEES

PURSUANT TO
THE RECOMMENDATIONS OF A TRIAL EXAMINER OF THE
NATIONAL LABOR RELATIONS BOARD
and in order to effectuate the policies of the
NATIONAL LABOR RELATIONS ACT
(AS AMENDED)

we hereby notify our employees that:

WE WILL NOT interrogate employees as to whether they are members of INTERNATIONAL TYPOGRAPHICAL UNION, why they want this Union, how this Union got started, or how we can stop this Union.

WE WILL NOT suggest the formation of a plant committee to stop the above-named Union.

WE WILL NOT in any way threaten or suggest to employees that if the employees organize into a Union the plant might or will shut down.

WE WILL NOT threaten possible discharge of any employees because they have joined, formed or assisted the above-named or any labor organization.

WE WILL NOT threaten that the plant will go on "short time" because of Union activities and that in the event of a cutback those lowest in seniority might be affected.

WE WILL NOT unilaterally put into effect a reduction of hours of employees for the purpose of discouraging membership in, or undermining, the above-named or any other labor organization.

WE WILL NOT use necessary maintenance work, such as the installation of an inking carriage, as a vehicle or excuse to discriminate against employees because of their union activities.

WE WILL make whole the following employees for any loss of pay suffered by them by reason of the discrimination practiced against them in accordance with the recommendation of the Trial Examiner's Decision:

Oscar Clifton
Billy Carden
Thomas Smith
Gary Smith
David Wilemon
Jerry Dees
George Hickey
Harmon Allen
Frank Gene Graham
John Nickolson
Buster Bryant
Bobby Gaston
John Thomas
James Reese, Jr.
William F. Osbourn
Charles Mizzell
Jerry Lawler
Ronnye Jackson
Harold Ogle
Dura Williams
George Blankenship
Oscar Raughton
D. R. Kirk

WE WILL NOT in any manner interfere with, restrain, or coerce our employees in the exercise of their right to self-organization, to form labor organizations, to join or assist the above-named or any other labor organization, to bargain collectively through representatives of their own choosing, and to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from any and all such activities.

WE WILL BARGAIN collectively, upon request, with INTERNATIONAL TYPOGRAPHICAL UNION, as the exclusive representative of all employees in the bargaining unit described below with respect to rates of pay, wages, hours of employment, and other conditions of employment, and if an understanding is reached, embody such understanding in a signed agreement. The bargaining unit is:

> All of our production and maintenance employees at our Sylacauga plant, including pressroom employees, stereotype and plating room employees and mailing room (shipping) employees, but excluding all office clerical employees, professional and technical employees, janitors, guards and supervisors as defined in the National Labor Relations Act.

All our employees are free to become, remain, or refrain from becoming members of the above-named Union or any other labor organization.

DIXIE COLOR PRINTING CORP.
(Employer)

Dated ______________ By ______________________________
(Representative) (Title)

This Notice must remain posted for 60 consecutive days from the date of posting, and must not be altered, defaced, or covered by any other material.

If employees have any question concerning this Notice or compliance with its provisions, they may communicate directly with the Board's Regional Office, 528 Peachtree-Seventh Building, 50 Seventh Street, N. E., Atlanta, Georgia 30323 (Tel. No. 526-5741).

DECISION AND ORDER

On November 22, 1965, Trial Examiner Alba B. Martin issued his Decision in the above-entitled proceeding, finding that the Respondent had engaged in and was engaging in certain unfair labor practices, and recommending that it cease and desist therefrom and take certain affirmative action, as set forth in the attached Trial Examiner's Decision. Thereafter, Respondent, the Charging Party, and the General Counsel filed exceptions to the Trial Examiner's Decision with supporting briefs.

Pursuant to the provisions of Section 3(b) of the National Labor Relations Act, as amended, the National Labor Relations Board has delegated its powers in connection with this case to a three-member panel.

The Board has reviewed the rulings made by the Trial Examiner at the hearing and finds that no prejudicial error was committed. The rulings are hereby affirmed. The Board has considered the Trial Examiner's Decision, the exceptions and briefs, and the entire record in the case, and hereby adopts the findings, conclusions, and recommendations of the Trial Examiner, with the following modifications.

1. We agree with the Trial Examiner that the record establishes that Respondent's refusal to recognize the Union was not motivated by a good-faith doubt of the Union's majority status. Respondent's consistent pattern of unlawful conduct after it became aware of the union adherence of most of its employees clearly indicates that by its refusal to recognize or bargain with the employees' majority representative, Respondent rejected the collective-bargaining principle and sought only to gain time within which to undermine the Union and dissipate its majority.[1/]

[1/] Joy Silk Mills, Inc., 85 NLRB 1263, enfd. 185 F.2d 732 (C.A.D.C.), cert. denied 341 U.S. 914. In agreeing with the Trial Examiner's findings that supervisor Horton's interrogations and promises of benefits to seven employees on the night of November 20-21 violated Section 8(a)(1), we place no reliance on the Trial Examiner's determination that Plant Manager Clinton was informed in advance of the employees' union activities. Even if Clinton was not so informed, the record amply reveals that soon after Horton began his questioning, he became well aware of the employees' union affiliation but nevertheless persisted in unlawfully attempting to persuade them to abandon the exercise of their Section 7 rights.

In this connection, we also conclude that the unit found herein to be appropriate does not represent more than a slight variation from that originally sought by the Union,[2] and that such variance provides no justification for Respondent's refusal to bargain. This is so even though we find merit in Respondent's contention that the appropriate production and maintenance unit[3] herein should include the three janitors. Thus, it appears that in addition to their duties as set forth by the Trial Examiner, the janitors regularly transport the comics from the pressroom to the shipping room between the hours of 4 p.m. and 8 a.m., when the day shift shipping employees are not at work, and bring skids or pallets and cardboard pads into the press room when these items are needed by the pressmen. The parties stipulated that the shipping employees are properly included in the unit. Since the entire record indicates that a major part of the janitors' work is closely related to that of other unit employees, we conclude that the janitors possess a sufficiently close community of interest with them and we shall, in accordance with our usual policy, include the janitors in the unit.[4] However, we agree with the Trial Examiner that even if the janitors were included in the unit, the failure of the Union to include them in the requested unit was only a "minor variance" which would not affect our Section 8(a)(5) finding.[5]

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[2] The record and the Union's letters reveal that the Union's request to bargain for a unit of production employees performing work, inter alia, in the stereotype room, reasonably contemplated the inclusion of the platers. The one or two plating employees work in the same room with the stereotypers and their function is without question an integral part of the production process.

[3] We do not adopt the Trial Examiner's characterization of the unit as a "skilled craft group" or a "skilled craft unit."

[4] Challenge-Cook Bros., Incorporated, 129 NLRB 1235, 1242. We also note that Frank Horton and Lavender, who are formally described as maintenance employees, perform mechanical repairs on the press and clearly are properly included in the production and maintenance unit.

2. We also conclude, in agreement with the Trial Examiner, that Respondent violated Section 8(a)(5) of the Act by not bargaining with the Union concerning the manner in which work schedules, reassignments, and layoffs would be affected by Respondent's installation of the press inking carriage. As the Trial Examiner notes, these conditions of employment manifestly were of interest to the employees and their representative, and Respondent was not free to make these changes without prior discussion with the Union.

We do not agree, however, with the Trial Examiner's finding that the Respondent thereby also violated Section 8(a)(3). There is no dispute that the installation of the carriage was economically justified, and there is insufficient evidence to indicate that Respondent's motivation for the installation or its timing was for a discriminatory purpose. Nor does the record indicate that Respondent unlawfully affected the status of the particular individuals selected for layoff or other change. Accordingly, we shall dismiss this allegation of the complaint and shall modify our order by deleting that portion of the backpay order based on it. Nevertheless, under all the circumstances, we find that the manner in which Respondent implemented the cutback interfered with its employees' statutory rights in violation of Section 8(a)(1). Thus, in the entire context of this case, including the intensive efforts by the Union to obtain recognition and commence bargaining with the Company and Respondent's adamant and well-publicized refusal to accede to the Union's lawful demands, we conclude that Clinton's unexpected and unexplained announcement of a loss of wages, a reduction in hours, and a change of position of certain employees was intended to impress upon all the employees the adverse results which they might suffer because of their exercise of Section 7 rights.[6] By such conduct, Respondent violated Section 8(a)(1) of the Act.

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[5] In view of our agreement with the Trial Examiner that the head pressmen are not supervisors, we find it unnecessary to pass upon his discussion of the effect of their union activity if they were not properly included in the unit.

ORDER

Pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board hereby adopts as its Order the Recommended Order of the Trial Examiner, as modified herein, and orders that the Respondent, Dixie Color Printing Corp., Sylacauga, Alabama, its officers, agents, successors, and assigns, shall take the action set forth in the Trial Examiner's Recommended Order, as so modified:[7]

1. Substitute the following for paragraph 1(i):

"(i) Using the announcement of necessary maintenance work, and of the manner in which employee work schedules would be changed to accomplish such work, to interfere with employees' organizational rights."

2. Substitute the following as paragraph 2(a):

"(a) Upon request, bargain collectively with International Typographical Union as the exclusive representative of the employees in the following appropriate unit:

"All employees at the Sylacauga plant, including press room employees, stereotype and plating room employees and mailing room (shipping) employees, and maintenance employees and janitors, but excluding all office clerical employees, professional and technical employees, guards, and supervisors as defined in the Act."

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[6] The record indicated that this occasion was the first time in many months that Clinton, the plant manager, and not Horton, had prepared the work schedules.

[7] We shall modify our order to conform to that set forth in his discussion of the proper remedy, and accordingly shall order Respondent to reinstate the striking employees upon their unconditional application, and we shall order that the Respondent reimburse them for their lost earnings, if any, commencing 5 days after such application is made, computed on a quarterly basis and with 6 percent interest per annum, as recommended by the Trial Examiner.

Substitute the following as paragraph 2(b):

"(b) Upon application, offer immediate and full reinstatement to their former or substantially equivalent positions to all those employees who went on strike on December 16, 1964, without prejudice to their seniority or other rights and privileges, dismissing, if necessary, all persons hired on or after that day, and make such applicants whole for any loss of pay suffered by reason of the Respondent's refusal, if any, to reinstate them, by payment to each of them of a sum of money equal to that which he normally would have earned, less the net earnings, during the period from 5 days after the date on which he applies or has applied for reinstatement to the date of the Respondent's offer of reinstatement. Notify all those employees who went on strike on December 16, 1964, if presently serving in the Armed Forces of the United States, of their right to full reinstatement upon application in accordance with the Selective Service Act and the Universal Military Training and Service Act of 1948, as amended, after discharge from the Armed Forces."

3. Amend the Notice attached to the Trial Examiner's Decision and marked "Appendix", in the following respects:

(a) Delete the seventh paragraph beginning with the words "WE WILL NOT use necessary . . .", substituting the following therefor:

> WE WILL NOT use the announcement of necessary maintenance work, and of the manner in which employee work schedules would be changed to accomplish such work, to interfere with employee-organizational rights.

(b) Delete the eighth indented paragraph beginning with the words "WE WILL make whole . . .", substituting the following therefor:

> WE WILL, upon application, offer our employees who went on strike on December 16, 1964, immediate and full reinstatement to their former or substantially equivalent positions, without prejudice to their seniority or other rights and privileges, and make them whole for any loss of pay they may have suffered as a result of any refusal to reinstate them upon such application.

(c) Modify the description of the appropriate bargaining unit, as set forth in the last indented paragraph, by deleting the word "janitors" which precedes the terms "guards and supervisors," and by inserting "and janitors" immediately after the terms "mailing room (shipping) employees."

(d) Add the following immediately above the line at the bottom of page ii of the Notice:

NOTE: WE WILL NOTIFY all those employees who went on strike on December 16, 1964, if presently serving in the Armed Forces of the United States of their right to full reinstatement upon application in accordance with the Selective Service Act and the Universal Military Training and Service Act of 1948, as amended, after discharge from the Armed Forces.

IT IS HEREBY FURTHER ORDERED that the complaint be, and it hereby is, dismissed insofar as it alleged unfair labor practices which we have found were not committed.

Dated, Washington, D. C., February 14, 1966.

/s/ John H. Fanning
Member

/s/ Gerald A. Brown
Member

/s/ Sam Zagoria
Member

(SEAL)

NATIONAL LABOR RELATIONS BOARD

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FOR THE DISTRICT OF COLUMBIA CIRCUIT

No. 20,012

INTERNATIONAL TYPOGRAPHICAL UNION, AFL-CIO,

Petitioner,

v.

NATIONAL LABOR RELATIONS BOARD,

Respondent.

No. 20,105

DIXIE COLOR PRINTING CORPORATION,

Petitioner,

v.

NATIONAL LABOR RELATIONS BOARD,

Respondent.

On Appeal from the United States District Court
for the District of Columbia

Vol. I

Pages 1 thru 372-A

United States Court of Appeals
for the District of Columbia Circuit

FILED SEP 12 1966

Nathan J. Paulson
CLERK

United States Court of Appeals

FOR THE DISTRICT OF COLUMBIA CIRCUIT

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JOINT APPENDIX

IN THE UNITED STATES COURT OF APPEALS
FOR THE DISTRICT OF COLUMBIA CIRCUIT

INTERNATIONAL TYPOGRAPHICAL UNION, AFL-CIO, Petitioner, v. NATIONAL LABOR RELATIONS BOARD, Respondent.	No. 20,012
DIXIE COLOR PRINTING CORPORATION, Petitioner, v. NATIONAL LABOR RELATIONS BOARD, Respondent.	No. 20,105

PRE-HEARING CONFERENCE STIPULATION

Pursuant to Rule 38(k) of the Court, the parties, subject to the Court's approval, hereby stipulate and agree as follows:

I. THE ISSUES

Except as otherwise noted, the parties agree that the issues presented are as follows:

A. Whether substantial evidence on the record considered as a whole supports the Board's finding that the Company violated Section 8(a)(1) of the Act by interrogating its employees about their Union activity, threatening employees with reprisals for Union activity, suggesting the formation of a plant committee to stop the Union, and announcing and implementing necessary maintenance work in a manner interfering with employee organizational rights.

B. Whether the Board properly found that the Company violated Section 8(a)(5) and (1) of the Act by refusing to recognize and bargain with the Union as the exclusive bargaining representative of employees in an appropriate unit on and after November 23, 1964.

Subsidiary issues to the Board's finding of a Section 8(a)(5) violation are:

1. Whether the Board properly included employees referred to as "janitors" in the production and maintenance unit found appropriate for bargaining. (The Company disagrees with the question as phrased, and believes the issue to be whether the Board properly included in the production and maintenance unit the colored maintenance employees who spend part of their time doing janitorial work.)

2. Whether the Board properly found "headpressmen" to be nonsupervisory employees and therefore included in the unit, and the "chief electrician" to be a supervisory employee under Section 2(11) of the Act and therefore excluded from the unit.

3. Whether a variance between the unit sought by the Union in its bargaining request and the unit found by the Board invalidates the Board's finding that the Company violated Section 8(a)(5) and (1) of the Act.

4. Whether, on the facts presented, the Board properly ordered the Company to bargain with the Union for the employees in the unit found appropriate.

5. The Company also believes that an additional question presented is whether the Company acted in good faith in refusing to recognize the Union in the unit claimed appropriate by the Union on or about November 23, 1964.

C. Whether the Board properly found that the Company did not violate Section 8(a)(5) and (1) of the Act by unilaterally changing employee job status and working conditions without consulting or bargaining with the Union. (The Company disagrees with the question as phrased, and believes the issue to be whether the Company violated Section

8(a)(5) and (1) of the Act by unilaterally changing employee job status and working conditions on a temporary basis in keeping with past practices without consulting or bargaining with the Union.)

D. Whether the Board properly found that the Company did not violate Section 8(a)(3) of the Act by instituting changes in work schedules, reassignments, and layoffs in connection with maintenance work on inking carriages. (The Company disagrees with the question as phrased, and believes the issue to be whether the Board properly found that the Company did not violate Section 8(a)(3) of the Act by instituting temporary changes in the work schedules, reassignments, and layoffs in connection with the installation of inking carriages on its press, in keeping with past practices.)

E. Whether the Board properly found that the employees' walkout on December 16, 1964, was an unfair labor practice strike.

II. THE JOINT APPENDIX

1. The record in these cases shall be reduced to a single joint appendix comprising the materials the parties designate, and each party will pay the printer directly for its share of the printing and mailing expenses. The Union shall serve the Board and the Company with its designation of the portions of the record which it wishes printed in the joint appendix on or before June 20, 1966. The Company shall serve its designation of additional portions of the record which it wishes printed on or before June 30, 1966. The Board shall serve its designation of additional portions of the record which it wishes printed on or before July 8, 1966. Any further designations by the Union or the Company shall be served on or before July 15, 1966.

2. In order to assure that the filing of briefs will not be delayed pending the printing of the joint appendix, the parties agree that briefs may initially be filed in typewritten form with record references to the original transcript and exhibits. Within 15 days of the receipt of the printed appendix, the parties will file and serve their briefs in printed form, containing references to the joint appendix and in all other respects complying with Rule 18 of this Court.

3. Each party shall bear the expense of printing in the joint appendix the portions of the record it designates, except that the cost of printing the Board's Decision and Order, the Trial Examiner's Decision, this stipulation, and the Court's order thereto shall be borne equally by the Union and the Company. The printer shall allocate the cost and submit bills to each party. The printing of the joint appendix shall be the responsibility of the Board.

4. Forty (40) copies of the joint appendix shall be printed under this stipulation; the required number of copies to be filed with the Court, and the remaining copies to be divided equally among the parties.

5. Any party or the Court, at or following the hearing in this case, may refer to any portion of the original transcript of record or exhibits herein which have not been printed to the same extent and effect as if they had been printed or otherwise reproduced, it being understood that any portion of the record that is referred to will be printed in a supplemental joint appendix if the Court so directs.

Dated at Washington, D. C., this 7th day of June, 1966	/s/ Marcel Mallet-Prevost Assistant General Counsel National Labor Relations Board
Dated at Washington, D. C., this 7th day of June, 1966	/s/ George Kaufmann Counsel for Int'l Typo Un.
Dated at Atlanta, Georgia this 31st day of May, 1966	/s/ M. A. Prowell Counsel for Dixie Color Printing Co.

[Filed June 22, 1966]

PREHEARING ORDER

Before: Leventhal, Circuit Judge,
in Chambers.

Counsel for the parties in the above-entitled cases having submitted their stipulation pursuant to Rule 38(k) of the General Rules of this

Court, and the stipulation having been considered, the stipulation is approved, and it is

ORDERED that the stipulation shall control further proceedings in these cases unless modified by further order of this court, and that the stipulation and this order shall be printed in the joint appendix herein.

EXCERPTS FROM TRANSCRIPT OF PROCEEDINGS

1 BEFORE THE NATIONAL LABOR RELATIONS BOARD
TENTH REGION

IN THE MATTER OF:

- -

DIXIE COLOR PRINTING CORP. :
and : Case No. 10-CA-5942
INTERNATIONAL TYPOGRAPHICAL UNION :

- -

Courtroom,
County Office Building,
Sylacauga, Alabama,
Tuesday, April 27, 1965

The above-entitled matter came on for hearing pursuant to notice, at 10:00 o'clock A.M.

BEFORE:

ALBA B. MARTIN, Trial Examiner.

* * * * *

6 MR. McHUGH: Mr. Examiner, before we convene this morning, I showed the Respondent's Counsel, pursuant to an oral conversation we had earlier, several documents which will be part of the stipulation, and I would like at this time now to go through these documents, and briefly explain the significance of these documents, and have them all introduced and received at once, if the parties agree to this.

MR. PROWELL: We didn't agree you would go through and explain the significance. I don't think that is proper. We have agreed that we will stipulate that those documents could be received as exhibits, and that we will do, but the explanation by Mr. McHugh we don't agree with. We simply will stipulate that those documents will be received as exhibits in accordance with the marking thereon.

TRIAL EXAMINER: Do you have any objection if he does it now.

7 MR. PROWELL: No, I have no objection just when he does it.

TRIAL EXAMINER: Why don't you do it now, and simply authenticate them, or if they will let us, stipulate when they were sent and received.

MR. McHUGH: Well, I should have qualified it with a brief identification.

General Counsel's Exhibit 1(a) through 1(h) is an index — are the formal documents; Exhibit 1(h) being an index and description of the formal documents. They have already been marked, Mr. Reporter.

(The document above-referred to was marked "General Counsel's Exhibits No. 1(a) through 1(h)," inclusive, for identification.)

MR. McHUGH: General Counsel's Exhibit 2 is a copy of a letter sent by -- not sent by, handed by Mr. Donald McFee, representative of the I. T. U. to Mr. Clinton, Manager of the Dixie Color Printing Corp., and it is dated November 23rd, the same date it was handed to Mr. Clinton.

MR. PROWELL: Now, that I object to, Mr. Examiner. I think that ought to come out in the testimony as to what happened in respect to it. I don't object to the letter going in, but I do object to the explanation that he made.

8 TRIAL EXAMINER: I don't think you are going to get a stipulation on that matter.

Will all parties stipulate that General Counsel's 2, for identification, is a letter dated November 23, 1964, addressed to Joseph T. Clinton, Manager, signed by Donald M. McFee, Representative, which was delivered to the addressee on or about the date it bears.

MR. PROWELL: That is correct.

TRIAL EXAMINER: You so stipulate?

MR. McHUGH: Yes sir, hand delivered.

TRIAL EXAMINER: You want to stipulate it was hand delivered?

MR. PROWELL: No sir, we do not, and not because of this particular item, but because of all the others. We don't want to get into that. We want that to be a matter of proof.

TRIAL EXAMINER: All right, all except the stipulation as stated by me.

(The document above-referred to was marked "General Counsel's Exhibit No. 2", for identification.)

MR. McHUGH: General Counsel's Exhibit 3 is a copy of a petition signed by twenty-four employees of Dixie Color Printing Company.

9 MR. PROWELL: Now, that we won't agree to, Mr. McHugh. We don't agree to that. We will simply agree that is a petition which was submitted to the company.

MR. McHUGH: You won't agree that those people who signed that are employees of the company?

MR. PROWELL: No, because I don't know who signed that document. You may have put all the signatures on it. I don't know that.

TRIAL EXAMINER: Perhaps, Mr. Prowell, as time goes on, we will get evidence on it.

MR. McHUGH: Is the identification sufficient for the Trial Examiner, at this point?

TRIAL EXAMINER: I understand the stipulation to be that G.C. 3, for identification, is a document entitled "Petition," addressed to Mr. Joseph T. Clinton, Manager, and containing two paragraphs of typing and a number of signatures at the bottom. May that be so stipulated?

MR. PROWELL: And it was received by the company.

TRIAL EXAMINER: And it was received by the company?

MR. PROWELL: That is correct.

MR. McHUGH: We will so stipulate.

TRIAL EXAMINER: And I note that it is dated in, apparently, pencil, or ink, in the upper righthand corner, 11/23/64. Do I have a stipulation that the document was received by the company on or about that date?

10 MR. PROWELL: That is correct.

TRIAL EXAMINER: You so stipulate?

MR. McHUGH: We so stipulate.

TRIAL EXAMINER: I will accept all of those stipulations.

(The document above-referred to was marked "General Counsel's Exhibit No. 3", for identification.)

MR. McHUGH: General Counsel's Exhibit 4 is a copy of a letter sent by Mr. Clinton to Mr. Donald McFee, dated December 1, 1964.

MR. PROWELL: That is agreeable.

TRIAL EXAMINER: Is it stipulated that this document was sent and received on or about the date it bears?

MR. PROWELL: Yes sir.

TRIAL EXAMINER: Mr. McHugh?

MR. McHUGH: Yes sir, we so stipulate.

TRIAL EXAMINER: All right, I will accept the stipulation.

(The document above-referred to was marked "General Counsel's Exhibit No. 4", for identification.)

MR. McHUGH: I stated that it was dated December 1, 1964, did I not, sir, not that it was received on December 1?

TRIAL EXAMINER: It was dated, but it was received on or about that date?

11 MR. McHUGH: No sir, we will not stipulate that it was received on or about that date, only that it was dated on that date.

TRIAL EXAMINER: Well, do you know what day it was received?

MR. McHUGH: I am not prepared, at this time, to state, Mr. Examiner, because our representative was out of his home address at the time, and I prefer to leave that to the testimony.

TRIAL EXAMINER: All right, the stipulation is that it is dated December 1, 1964, and that it was sent by the sender on or about that day.

MR. PROWELL: That is correct.

TRIAL EXAMINER: All right.

MR. McHUGH: I would prefer to just state that it was dated December 1. I have no information of when it was actually sent. It may have laid in the secretary's desk, or may have been delayed after it was dated. I prefer merely to stipulate that it was dated with the date shown.

TRIAL EXAMINER: All right, the stipulation is that G.C. 4, for identification, was dated December 1, 1964.

MR. PROWELL: All right.

12 MR. McHUGH: We so stipulate.

(The document above-referred to was marked "General Counsel's Exhibit 4", for identification.)

MR. McHUGH: General Counsel's Exhibit 5 is a copy of a letter sent by Mr. McFee to Mr. Clinton, dated December 8, 1964.

TRIAL EXAMINER: Is that stipulation acceptable, Mr. Prowell?

MR. PROWELL: Yes sir.

TRIAL EXAMINER: I will receive that stipulation. Will you stipulate that document was sent and received?

MR. McHUGH: Yes sir.

MR. PROWELL: We will agree we received it shortly after that.

TRIAL EXAMINER: You so stipulate?

MR. McHUGH: We will.

TRIAL EXAMINER: Shortly after December 8th?

MR. PROWELL: Yes sir.

(The document above-referred to was marked "General Counsel's Exhibit No. 5," for identification.)

MR. McHUGH: General Counsel's Exhibit 6, Mr. Examiner, is a copy of a petition which accompanied General Counsel's Exhibit 5 in a letter to the employers.

TRIAL EXAMINER: You accept that stipulation?

13 MR. PROWELL: We do.

TRIAL EXAMINER: I will accept that stipulation.

(The document above-referred to was marked "General Counsel's Exhibit No. 6," for identification.)

MR. McHUGH: General Counsel's Exhibit 7 is a copy of a letter from Mr. Clinton to Mr. McFee, which is dated December 12. Also included in this exhibit is a copy of the postmark, which bears the date December 14, 1964, Sylacauga, Alabama.

MR. PROWELL: May I see that for a moment?

We have no objection.

TRIAL EXAMINER: All right, are you stipulating that the second page of G.C. 7, for identification, is the -- is a picture of the top side of the envelope which the letter, being the first page of the exhibit, was sent?

MR. McHUGH: Yes sir.

MR. PROWELL: We have no knowledge of this, but we have no objection to it.

TRIAL EXAMINER: Are you willing to enter into the stipulation?

MR. PROWELL: We will enter into the stipulation, yes sir.

14 TRIAL EXAMINER: All right, I will accept the stipulation, as stated by Mr. McHugh and amended, possibly, by me.

(The document above-referred to was marked "General Counsel's Exhibit No. 7," for identification.)

MR. McHUGH: I see your point, sir.

General Counsel's Exhibit 10, Mr. Examiner, is a copy of a letter which Mr. Clinton presented to the four head pressmen. The particular copy, which is going to be the subject of the stipulation, is addressed to John W. Thomas. During our pre-hearing discussion, it was agreed that a duplicate letter, or a similar letter, bearing the same language was sent to the other three head pressmen at about the same time.

MR. PROWELL: That is correct.

* * * * *

TRIAL EXAMINER: All right, I will accept the stipulation concerning G.C. 10.

(The document above-referred to was marked "General Counsel's Exhibit No. 10," for identification.)

15 TRIAL EXAMINER: Mr. McHugh, are you offering these documents in evidence?

MR. McHUGH: Yes sir.

TRIAL EXAMINER: I am not sure you did. Maybe you did. Is there any objection to receiving all of these documents?

MR. PROWELL: We have no objection.

TRIAL EXAMINER: All right, I will receive G.C. 1(a) through (h), G.C. 2, 3, 4, 5, 6, 7 and 10.

(The documents above-referred to, heretofore marked "General Counsel's Exhibits No. 1(a) through 1(h), No. 2, No. 3, No. 4, No. 5, No. 6, No. 7 and No. 10" were received in evidence.)

MR. PROWELL: Are you going to put in 11?

MR. McHUGH: I am not finished.

General Counsel's Exhibit No. 11 is a copy of the rules for operating Press 2022. I think Respondent's Counsel will be able to develop on testimony the facts relating to exactly when they were distributed, and so forth, but we merely want the rules in there at this time.

MR. PROWELL: We will stipulate that with them a copy was given to each employee as he was hired.

MR. McHUGH: All right, sir.

16 TRIAL EXAMINER: Well, will you stipulate that a copy of these rules was given to each employee now working for the company when he was hired?

MR. PROWELL: That is correct, in the Press Department.

TRIAL EXAMINER: Each employee to whom they would be applicable?

MR. PROWELL: That is correct.

MR. McHUGH: We will so stipulate, including the head pressman.

Might I inquire whether Leck Horton received one of these sets of instructions?

MR. PROWELL: Mr. Horton is a superintendent. Is that the man you refer to?

MR. McHUGH: Does he receive one?

MR. PROWELL: Sure. He gives them out.

MR. McHUGH: We will so stipulate.

TRIAL EXAMINER: You will stipulate everything Mr. Prowell just said?

MR. McHUGH: Yes sir.

TRIAL EXAMINER: You will also stipulate?

MR. PROWELL: Yes sir.

TRIAL EXAMINER: I will accept the stipulation.

Are you offering G.C. 11 in evidence?

MR. McHUGH: Yes sir.

TRIAL EXAMINER: Any objection?

17 MR. PROWELL: We have none.

TRIAL EXAMINER: I will receive G. C. 11.

(The document above-referred to, heretofore marked "General Counsel's Exhibit No. 11," was received in evidence.)

MR. McHUGH: Mr. Examiner, the next exhibit that is the subject of stipulation is General Counsel's Exhibit 13. It is a list of non-supervisory employees employed in the production and maintenance departments as of November 23, 1964.

MR. PROWELL: We are willing to so stipulate.

MR. McHUGH: Now, Mr. Examiner --

TRIAL EXAMINER: Just a minute. I will accept the stipulation. Are you offering the exhibit in evidence?

MR. McHUGH: We merely want it for identification at this purpose right now.

TRIAL EXAMINER: All right.

(The document above-referred to was marked "General Counsel's Exhibit No. 13," for identification.)

MR. McHUGH: And I would like to state, and perhaps my remarks may be excepted to by Mr. Prowell, but the purpose of this document is merely to enable the parties to have a foundation from which to take a position with respect to the inclusion or exclusion of certain individuals. We do not agree with certain classifications that the Respondent has at-
18 tributed to some of these individuals on the list, and for that reason we only agree that it is a correct list of the employees at that time, and not binding on the parties, but allowing them to take a position therefrom.

TRIAL EXAMINER: Respondent furnished you the list?

MR. McHUGH: Yes sir, he did today.

And, I might add also that we do not agree that they are all non-supervisory as the allegation in the paragraph specifically alleges one W. Holmes to be a supervisor within the meaning of the Act. So, we have an issue there.

Mr. Examiner, I think with the qualifications that I have stated, and apparently it is at least not objected to, I offer that document, General Counsel's Exhibit No. 13, into evidence for the limited purposes which I mentioned before.

TRIAL EXAMINER: Is there any objection to my receiving it for that limited purpose, that it is a correct list?

MR. PROWELL: As I understand --

TRIAL EXAMINER: Let me finish my statement.

MR. PROWELL: All right, go ahead.

TRIAL EXAMINER: As I understand his limitation, it is that this is a correct list of non-supervisory employees as of November 23, with
19 the exception of the name W. Holmes, whose status as an employee he challenges.

MR. McHUGH: No sir. Perhaps I was a little bit too specific. There are other individuals there whom we do not agree are properly classified.

TRIAL EXAMINER: Yes. I hadn't finished. He, also, does not accept the statement of the classification of these employees, so I would be receiving it for the list of employees as of that date, other than Holmes, irrespective of their classification.

* * * * *

20 MR. PROWELL: It seems to me the burden is on Counsel for the General Counsel to prove the unit. We have got a dispute here with respect to the unit, and all we are doing at the moment is simply trying, as a matter of convenience to him, to give him a list of employees that he asked for, non-supervisory employees in the unit. We have given him the list. All I am asking is before we agree to include this list is for him to specify what part he wants in, and what part he doesn't want it. That is all I am asking.

* * * * *

21 TRIAL EXAMINER: Well, I would like the Respondent's contentions as to the unit.

MR. PROWELL: First, we want to know what theirs are. The unit is a big issue, Mr. Examiner. If it were not an issue, then I am inclined to think possibly we could clarify the thing, and clear it up, and get it out of the way, but I can see now that the unit is going to be one of the principal issues.

TRIAL EXAMINER: All right, let's see what the positions are. Let's see what his is, and we will consider it.

* * * * *

MR. McHUGH: Mr. Examiner, the complaint paragraph, thirteen of the complaint, is the basis of our allegation, of course, with respect to the unit. That unit includes all production and maintenance employees,
22 including the pressroom employees, stereotyperoom employees, and mailingroom employees, but excluding all office clerical employees, professional and technical employees, guards or supervisors, as defined in the Act.

Now, in the pressroom, Mr. Examiner, the list as stated is correct with this exception, so far as the General Counsel is concerned: It does not include the four head pressmen in the press department, whom we contend to be non-supervisory and included in the unit. The names of these four head pressmen, Mr. Examiner, are George Hickey, John Nickolson, Guy Wheeles and John Thomas.

TRIAL EXAMINER: You contend they are non-supervisory?

MR. McHUGH: Non-supervisory, and included in the unit, yes sir. Now, in the stereotyperoom, Mr. Examiner --

TRIAL EXAMINER: Excuse me, but you do agree that all the men on this list, G.C. 13, marked pressmen, are, in fact, or were at that time pressmen in the pressroom, and that there were no others, other than possibly the four head pressmen?

MR. McHUGH: Yes sir, that is our position. Now, there is one slight variance, which won't be material, and that relates to S. Grant,
23 the first pressman listed. It is our information that until very recently he was a maintenance man. However, we would have included him as a maintenanceman, so if he is classified as a pressman, we will include him as a pressman. We are not arguing with his inclusion, but his classification, and testimony will develop there. Nevertheless, we don't think it is material either way, and we will take him.

TRIAL EXAMINER: Well, let me see if Mr. Prowell can agree that this list is a correct list of the pressmen as of November 23rd, forgetting for the moment the four head pressmen.

MR. PROWELL: Yes sir, and we will also simplify matters by saying the position of the company is that the four head pressmen are the foremen and supervisors. It will simplify matters.

TRIAL EXAMINER: But, you do stipulate that except for those four head pressmen this list is a correct statement of employees who were in the pressroom on November 23?

MR. PROWELL: That is correct.

TRIAL EXAMINER: All right, I will accept that stipulation, and now we have the company's position.

Now, I cut you off from something.

MR. PROWELL: I was simply going to say that we submitted the

list, and we will agree that all the others on the list should also be in the
24 unit without arguing about what department or what classification you give them.

TRIAL EXAMINER: All right, let's see what General Counsel has to say now.

MR. McHUGH: With respect to the stereotyperoom, Mr. Examiner, we believe that those two employees listed under the classification of "plating" are properly included under the classification of "stereotyperoom," and that the stereotyperoom does include these six employees as stated by the company.

There are two employees not listed here, Gene Foster and one Leslie who are not -- whom we believe are supervisors. They are not on the list, but we are cognizant of them being supervisors in that room.

* * * * *

TRIAL EXAMINER: The company would include all six in the unit, anyhow.

* * * * *

25 MR. McHUGH: Whether you call them stereotype, or plating department, we believe they are part of the unit. If the Respondent will agree to that, fine.

MR. PROWELL: We have agreed to that already, that the six should be in, but we don't agree to all the pa that you want to spread on the record with respect to the rest of them. So far as we are concerned, the six people should be included in this production and maintenance unit.

TRIAL EXAMINER: All right, let me ask you this: I have a stipulation, I believe, that the last six names on the list, G.C. 13, are appropriately included in the unit.

MR. PROWELL: Correct.

TRIAL EXAMINER: Do I have that stipulation?

MR. McHUGH: You do, sir.

TRIAL EXAMINER: I accept that stipulation.

MR. McHUGH: We agree that they all belong in the unit. We do

26 not agree that they constitute separate departments, stereotype and plating room.

TRIAL EXAMINER: So far as a bargaining order is concerned, what difference does it make?

MR. McHUGH: I don't think any, sir, but the Respondent raised the point.

MR. PROWELL: No, you raised it.

MR. McHUGH: Well, in your letter, Mr. Prowell.

MR. PROWELL: Well, that is not in evidence. We will stick to the evidence.

MR. McHUGH: Well, this is why we are anticipating a defense. We say they are in the unit. Whether you classify them as a separate department, or not, does make a difference with respect to the formulation of the demand.

MR. PROWELL: This is an afterthought on somebody's part, and we object to all of this going into the record, Mr. Examiner. He is trying to anticipate what we may defend, or what we may put on later on. I submit that this is not the proper time for that.

TRIAL EXAMINER: You refer to an exhibit, and I am not familiar with the exhibit.

MR. McHUGH: What I am referring to hasn't been attempted to be introduced yet. We will stipulate that these employees in the stereotype, and the two listed under the classification, are properly included within
27 the unit.

MR. PROWELL: All right, that much I will agree to.

TRIAL EXAMINER: All right, I have that stipulation.

MR. McHUGH: Now, Mr. Examiner, with respect to maintenance, General Counsel takes the position that two employees, Horton, F. and Lavender, T. are properly included in the unit as being machinists in the maintenance department.

We take the position further that Holmes, W. is a supervisor within the meaning of the Act, and excluded.

We take the position further that Williams, A. L.; Kelley, F.; and Davis, J.W. are janitor employees who have absolutely no community of interest with the production unit as alleged to be appropriate, and are properly excluded from the unit.

MR. PROWELL: Will you also agree, Mr. McHugh, that the last three names are Colored employees, and the Union refuses to represent them?

MR. ADAIR: I object to that, Mr. Examiner.

MR. McHUGH: I object, and move that that remark be stricken as totally irrelevant.

MR. PROWELL: I am serious about that.

28 TRIAL EXAMINER: Well, I don't know really whether we have that issue in this case. We have it in some.

MR. PROWELL: We are going to have it in this one before we get through, I expect.

MR. McHUGH: And that is why I move to strike it at this point.

MR. PROWELL: We have got it right now.

MR. McHUGH: The testimony will show that these janitors performed custodial maintenance around --

MR. PROWELL: Well, Mr. Examiner, let's don't argue about what the evidence is going to show. I think that if he is going to make an argument about what the evidence is going to show, let's do that later on. This is not the proper time.

MR. McHUGH: I am stating my contention.

TRIAL EXAMINER: I want to know your position.

MR. McHUGH: All right, sir. That is our position with respect to the unit.

TRIAL EXAMINER: Mr. Prowell, do you care to state your position about these six names listed under maintenance?

MR. PROWELL: Well, of course, we take the position that those six people should be included in the unit, and we also take the position, as we indicated, that Mr. Holmes is not a supervisor, and that all of these people

29 are engaged in the functions normally classified as maintenance, that the only reason that the Union seeks to exclude these three people is because they are Colored. They are the only Colored employees included on the list.

MR. McHUGH: Well, with respect to these janitors, Mr. Examiner, this might better be saved for a brief, but we will further take the position, at this time, so as to inform Your Honor as to just what the contentions are, that even if the Trial Examiner and the Board find that they are properly included in the unit, it makes absolutely no difference with respect to the Union's demand, and if they are so found, the variation between the unit alleged appropriate and that found so, is a minor variance, and immaterial, and would not excuse a bargaining order.

We, also, would take the position at this time that one of the janitors, A. L. Williams, if found to be properly aligned with community of interest with the employee, should be excluded on the basis that he is a supervisor within the meaning of the Act.

TRIAL EXAMINER: You take the position that Williams was a supervisor?

MR. McHUGH: Well, our primary position is that they are excluded as having no community of interest, but if so found to be included, then Williams should be excluded on the basis he is a supervisor.

30 TRIAL EXAMINER: Supervisor over the janitors?

MR. McHUGH: Right, over the janitorial department.

MR. PROWELL: Mr. Examiner, our position is that this statement by the General Counsel is simply another implication of the confusion with respect to the appropriate bargaining unit, that they are seeking to carve out a unit based upon extent of organization, and also upon racial discrimination, and we don't think that the Board will agree, or accept, or go along, and we don't think the employer is required to agree to such a request or determination without the Board having made that ruling.

MR. McHUGH: With respect to his first argument, even if included, the Union would except them all, we don't think they are properly part of the Unit, and constitute a minor variance, and the Union majority was so overwhelming in this case that --

* * * * *

MR. McHUGH: Thank you, sir.

31 As I stated before I was interrupted, our position is that even if included, the Union's majority was so overwhelming that it should not excuse a bargaining order, and that the Union would accept them if ordered to by the Board, but that because their community of interest is completely different, they should not be included, and it should be included that they are not a -- could not constitute a one-man unit, which the Board could not certify, and could not form the basis of a residual unit.

TRIAL EXAMINER: All right, how about shipping?

MR. McHUGH: Yes sir. Thank you for bringing that to my attention.

With respect to shipping, Mr. Examiner, General Counsel takes the position that the list, as stated, is correct with the possible exception of Pullen, R. We take the position that he is a part-time employee, and should be excluded from the unit. It is our understanding that the shipping department is supervised by Plant Superintendent, Leck Horton.

TRIAL EXAMINER: Mr. Prowell, do you have a position about Mr. Pullen? General Counsel contends he is part-time, and should be excluded.

MR. PROWELL: I don't know where Mr. McHugh is getting all this information. So far as we are concerned, it is not correct, and our position
32 is that all three of these people should be included in the unit, and furthermore, if the man was part-time, the Board has consistently held part-time employees must be included in the unit.

MR. McHUGH: We might also further state that if so found not to be part-time, the Union would accept him, still demonstrating its overwhelming majority in the request.

TRIAL EXAMINER: All right, now, does G. C. have any other contentions concerning unit, any employees that should be included that are not on the list?

MR. McHUGH: Let me recapitulate, if I may. I think we did, perhaps, cover them all. Perhaps there is one or two we didn't get.

Those are our contentions, Mr. Examiner, with respect to the appropriateness and the inclusions and exclusions.

* * * * *

39 DONALD M. McFEE

was called as a witness by and on behalf of the General Counsel, and, having been first duly sworn, was examined and testified as follows:

TRIAL EXAMINER: Give us your name and address?

THE WITNESS: My name is Donald M. McFee. I live at 516 South Harrison Avenue, Cary, North Carolina.

DIRECT EXAMINATION

BY MR. McHUGH:

* * * * *

Q. By whom are you employed, Mr. McFee? A. The International Typographical Union.

Q. How long have you held that position -- what position do you hold with the I.T.U.? A. Representative.

40 Q. How long have you held that position? A. Approximately seven years.

Q. Did your organization receive a communication from certain employees expressing an interest to join a labor organization? A. Indirectly, we received a communication from the Alabama A.F.L.-C.I.O.

Q. Will you relate the subject matter of that communication from that organization? A. I talked with Mr. Barney Weeks, who is president of the Alabama Central Labor Council, and Mr. Weeks informed me that a number of employees of the Dixie Color Printing Corp. had related to him their interest in organization, and more particularly in the International Typographical Union. Mr. Weeks referred Mr. Robert Gaston to me, as having visited him in Birmingham, and suggested that I contact Mr. Gaston as soon as possible, and I did so.

Q. Approximately what month was this? A. This was somewhere around the 21st or 22nd of October, 1964.

Q. Did you make contact with Bobby Gaston? A. Yes sir, I did.

Q. Would you relate the general subject matter of your conversation with Bobby Gaston at that time? A. I talked to Mr. Gaston on October 22, 1964. I asked Mr. Gaston if he had, indeed, been in contact with Mr. Weeks. Mr. Gaston told me that he had. I asked if it was just he who was interested in becoming part of the I.T.U., and he told me that it was not, that it was a substantial interest, and asked me as to how soon I could come to Sylacauga. I told Mr. Gaston, at that time, that it would be possible to come, perhaps, that weekend or later. Mr. Gaston told me that Sunday would be a good day, inasmuch as one shift did not operate, and that all of the people would have an opportunity, if they were not planning anything else, to attend that meeting. 41

Q. Did he express to you at that time, if any, the employees had already taken to join a labor organization? A. He informed me at the time that they had filled out authorization cards.

Q. Where did you first meet with Bobby Gaston and the employees of Dixie Color Printing Corp.? A. Arrangements were made to meet in Childersburg, which was approximately ten or eleven miles from Sylacauga, at the Lynn Motel, and Mr. Gaston said the purpose of that was that they felt if they met in Sylacauga that Mr. Clinton may find out of their activities, and endeavor to do away with it.

MR. PROWELL: We object, and move to strike that.

42 MR. McHUGH: I submit this is background evidence, Mr. Examiner, to explain the reason for meeting in a town other than the town where the plant is located.

TRIAL EXAMINER: I tell you, actually, I don't think you need to belabor the point. If you have any more proof of majority, other than signing the petition, I think we should have that, but as to all the background --

MR. McHUGH: Very well.

TRIAL EXAMINER: The Company has already stipulated it received the request, and it is in evidence. Why take a lot of testimony on what happened before that was written?

MR. McHUGH: All right, sir, thank you, sir.

Q. (By Mr. McHugh) Will you discuss -- will you state at this time the action that the Union took with respect to obtaining a majority of employees? A. Well, as I say, we met on the 25th of October. There were approximately seventeen employees present at that time. One of the first actions that I took was to inform the employees that the authorization cards that they had filled out did not specify any particular Union, and as a result, we felt this may indicate that the purpose of filling them out was for an election, and that this was not the case, and that the I.T.U. would insist that they fill out authorization cards specifically approved by the I.T.U.,

43 which indicated only that they wanted to be represented by the I.T.U. for purposes of wages, hours and working conditions.

Q. And did the employees do so? A. Yes sir, they did.

TRIAL EXAMINER: How many did you say were present?

THE WITNESS: There was seventeen present at that meeting.

Q. (By Mr. McHugh) Was there any discussion about the facilities of the plant at that bargaining -- at that Union meeting? A. Yes, there were.

Q. Will you state generally what transpired concerning the plant facilities, concerning the layout of the plant at that meeting? A. Well, I inquired as to other employees, and the work that they performed, the various job classifications, as to whether it was all in one room, or whether there were separate rooms, whether there were -- there was composing room work being done, pressroom work, stereotype work, and mailing, or as they refer to it, shipping.

Q. And, did you engage in a general discussion with employees relative to those departments? A. I did.

Q. As a result of the information you received at that time, what conclusions did you reach regarding any unit which the Union might seek to represent?

44 MR. PROWELL: I object to what conclusions he reached.

MR. McHUGH: I submit this is a proper conclusion, Mr. Examiner.

I am laying a foundation to prove this witness' ability to draft a petition, or to draft language to properly connote and denote an appropriate unit, and I would like for him to state what factors led him to conclude in the language that he did, which he presented to the employer.

MR. PROWELL: That has no bearing on the case you have before you, Mr. Examiner. The question is, what unit did he ask for, and that is set forth in the correspondence.

TRIAL EXAMINER: Referring to the correspondence, you could ask what his basis for writing a given sentence in the correspondence was. Does that help you?

MR. McHUGH: I will defer to whatever the Trial Examiner rules in this matter.

TRIAL EXAMINER: You are asking for what his conclusion was, and --

MR. McHUGH: What facts did he receive which led him to the conclusion that he drew in drafting the language of the petition.

TRIAL EXAMINER: Of the petition, or of the letter to the Company?

45 MR. McHUGH: The testimony shows that he did both.

TRIAL EXAMINER: Why don't you refer him to the documents?

MR. McHUGH: All right, sir.

Q. (By Mr. McHugh) Mr. McFee, General Counsel's 2, Exhibit 2, has already been received. Did you draft that letter, sir? A. Yes sir, I did.

Q. Will you state what factors led you to include in your letter the language which you described in paragraph one of that letter?

MR. PROWELL: I object to the factors. That has no bearing. We are talking about, now, this is a specific written document, saying exactly what they want, and I object to any factors.

* * * * *

46 TRIAL EXAMINER: Well, let me ask you this, Mr. McHugh: For what purpose are you making the offer?

MR. McHUGH: To show that the information which he received led him to -- the correct information which he received led him to state the language, in the best possible language that he could think of, and the best possible language under the circumstances.

MR. PROWELL: Mr. McHugh said the correct information that he received, and that is the very issue in here. How can we contest, or test, the validity of the information that he received? Mr. Examiner, if I may --

TRIAL EXAMINER: Just a minute here. I am not certain that in our earlier discussion that we ironed out exactly what the positions of the parties were about the appropriate unit. Now, the G.C. contends the para-
47 graph thirteen of the complaint -- I won't read it -- there is an allegation as to what should be included in the unit.

Now, the Union made its request. There are several letters in evidence, which I am beginning to read, and I read some of them a few minutes ago, and the Company's written replies are in evidence.

Now, how are you furthering the proof in any discussion as to what led to a given Union letter?

MR. McHUGH: Well, sir, the Respondent has denied the appropriateness of the unit. They have also raised the question as to the Union's claim for recognition being based on an extent of organization. If I am permitted to, this witness would show that -- by testimony, that he gathered information from every source, and, based upon that information, drafted a reasonable and an intelligent request which encompassed every possible category that could appropriately be sought, and that this was not a haphazard request, but one which was undertaken with a great amount of diligence. I think this has a vital bearing on the appropriateness of the unit. It is beyond question, in our opinion, that the unit is appropriate. The Respondent has raised questions from its very first letter that the unit is not appropriate, and it continues to do so, and I think the informa-
48 tion which he had at the time that he drafted the request is relevant to explain why he did state what he did in the letter.

MR. PROWELL: Let's assume, Mr. Examiner, that all of his information was incorrect. Does that entitle him to get upon the witness stand

and say what his mental processes were based on inaccurate and incorrect statements and information? It certainly does not. We cannot cross examine that. All he can do is testify, based on information that he procured, that he requested this unit, but he can't go back and testify as to what his mental processes were, and what that information he got was. He has no first-hand knowledge. So far as the record shows now, he has never been inside the plant.

MR. McHUGH: That is exactly my point, Mr. Examiner.

MR. PROWELL: Will you let me finish, Mr. McHugh?

MR. McHUGH: All right.

MR. PROWELL: He has no first-hand knowledge, so far as the record shows, of what the Company does in the plant. I say that if Mr. McHugh wants to get into those details, I think they are extraneous, I think the Examiner has already indicated that by his comment, that they are not appropriate, they are not pertinent to the issues we have before
49 us at the moment; but assuming they are, this is not the proper witness to testify to it.

MR. McHUGH: My point is exactly what Mr. Prowell has just raised. The Union could only gather information to form a request, based on second-hand information, and I want to show by this witness that he used the best possible source of second-hand information. I want to show his source of information.

MR. PROWELL: That is not what you are asking him.

MR. McHUGH: I -- the question was --

TRIAL EXAMINER: Just a minute. The question is whether or not --

MR. PROWELL: The question was, What information did he receive?

TRIAL EXAMINER: The question is, What is the appropriate unit. The question is not whether the Union made a diligent effort to find out what the appropriate unit was. Doing what it did, the Union reached a conclusion, and stated that conclusion in its letter to the Company as to what was the appropriate unit.

I don't think the Company, in its reply, took the position that the

Union didn't work hard to find out what was the appropriate unit. I think
Mr. Prowell's point is that what you are really seeking to prove here is
the truth of the information on which Mr. -- the witness based his conclu-
50 sion. That is really Mr. Prowell's point, I think, that what you are
really trying to prove here is that something was, in fact, appropriate be-
cause the Union Representative, who had all this information before him,
concluded it was important, and you want to get that testimony in through
the backdoor, it seems to me.

MR. McHUGH: All right, sir. I will withdraw the question, and proceed in a different manner.

Q. (By Mr. McHugh) At that time at that meeting, Mr. McFee, was the subject of the employees wanting the Company to become aware of their activities discussed?

MR. PROWELL: Wait a minute. I object to leading the witness. This is improper. He can ask this witness what transpired, but I object to leading the witness.

Q. (By Mr. McHugh) What, if anything, was said, Mr. McFee, about an effort to let the Company know that the employees were interested in joining a labor organization?

MR. PROWELL: That is even worse.

TRIAL EXAMINER: I will admit that does suggest. However, we have been away from that a long time, and I will permit the question under the circumstances. Go ahead.

THE WITNESS: After the employees had executed the authorization
cards, application for membership, and had become members at that time,
51 they expressed to me that they wanted to get this to Mr. Clinton, to
get it out in the open and let him know where they stood.

As a result of this, I suggested that a petition be drafted, setting forth the facts that they had designated the I.T.U. as their collective bargaining representative, and requesting that Mr. Clinton recognize the Union, and bargain with the Union as a result of their action.

Q. [By Mr. McHugh] All right, sir, I show you General Counsel's

Exhibit 3, and ask you if that is a copy -- well, was a petition drafted? A. The petition was drafted.

Q. By whom? A. By myself, the following day.

Q. Is General Counsel's Exhibit 3 a copy of that petition? A. It is a copy of the petition.

Q. What action did you take with respect to the petition after you drafted it? A. I secured a number of the signatures, myself. I then turned the petition over to Mr. Robert Gaston to secure the remaining signatures.

Q. Was that petition later returned to you? A. It was.

52 Q. Do you have a recollection as to the proximate date it was returned to you? A. Somewhere around the first of November, by mail.

Q. How many signatures were contained on the original petition at the time it was returned to you? A. Twenty-four.

Q. Directing your attention again to the meeting in Childersburg, what, if anything, was discussed relative to the head pressmen?

MR. PROWELL: Mr. Examiner, I am going to object to the discussion at Childersburg with respect to the head pressmen. I don't see that that has any bearing on the issues we have got here at the moment.

MR. McHUGH: Mr. Examiner, we have an issue of supervisory status of the head pressmen.

MR. PROWELL: Discussion between this gentleman and some other people over in Childersburg is not going to be acceptable evidence with respect to the authority of these folks.

TRIAL EXAMINER: Mr. Prowell's point is, you are asking for hearsay testimony, and that is really the basis on which I ruled out your other testimony. Isn't that a fact?

MR. McHUGH: I agree with you, sir.

53 TRIAL EXAMINER: Now, if you have some other purpose, I would like to hear it. It seems to me the only thing that is relevant would be hearsay from this witness.

MR. McHUGH: I think I can better relate it this way:

Q. [By Mr. McHugh] Mr. McFee, were head pressmen present at that meeting in Childersburg? A. Yes, they were.

Q. How many of them were present? A. Three.

Q. Do you recall the names of those head pressmen that were present at that meeting? A. Yes sir, I do. It was Mr. John L. Thomas, Mr. Johnny Thomas, and Mr. George Hickey.

TRIAL EXAMINER: You mean two Thomases?

THE WITNESS: Yes sir.

TRIAL EXAMINER: John L. and Johnny?

THE WITNESS: No, John L. Nickolson and Johnny Thomas and George Hickey.

Q. [By Mr. McHugh] Mr. McFee, did you subsequently have another meeting with employees of Dixie Color Printing Corp.? A. Yes sir, I did.

Q. Will you state the purpose, and was that at Sylacauga, Alabama, or in this area? A. This meeting was held in Sylacauga.

54 Q. Will you state the purpose of that meeting? A. Well, the purpose of it was to meet with the employees preparatory to calling on Mr. Clinton, the Plant Manager of Dixie Color Printing Corp., to request recognition of the Union.

Q. What did you learn when you attended that meeting? A. I learned that Mr. Clinton was out of town, and would not be back in town until the next Thursday, that he had gone to Florida.

TRIAL EXAMINER: When was this meeting?

THE WITNESS: This was on November 15, 1964.

Q. [By Mr. McHugh] Did you subsequently return to Sylacauga after that time? A. I did.

Q. And when was that, sir, that you returned? A. On November 22nd.

Q. Will you state the purpose for which [you] returned to Sylacauga at that time? A. It was to, again, attempt to call on Mr. Clinton for the purpose of requesting recognition.

Q. Were you successful in your attempt to call on Mr. Clinton at that time? A. I was.

Q. Did anyone accompany you when you met with Mr. Clinton? A. Yes, Mr. Robert Gaston, and Mr. Ronnie Jackson. This was on November 23rd. 55

Q. What day of the week was that, Mr. McFee? A. This was a Monday.

Q. Where did you meet Mr. Clinton? A. At the Dixie Color Printing Plant.

Q. Will you relate, to the best of your recollection, the conversation that transpired between you and Mr. Clinton, at that time? A. Well, the meeting started off with a little discussion about the weather, and other things of that nature. We then got into the purpose of our business there, and I stated to Mr. Clinton that a substantial majority of the production department employees of Dixie Color had requested the International Typographical Union to represent them for purposes of collective bargaining in all matters concerning wages, hours and working conditions. I stated that it was in writing.

I then told Mr. Clinton that I had a letter that would perhaps state this more clearly, and I then handed him the letter.

Q. And the letter that you handed him at that time, is that General Counsel's Exhibit 3 -- General Counsel's Exhibit 2, I believe? General Counsel's Exhibit 2, is this a copy of the letter which you presented to Mr. Clinton, at that time? A. That is a copy.

56 Q. Did Mr. Clinton have any comment upon receiving that letter? A. Mr. Clinton appeared to be reading the letter, and as soon as he finished he said, "Well, I am not surprised to see you, but I am surprised that it is the I.T.U."

Q. All right, and what, if anything, did you say following that? Or, may I ask it this way: Did Mr. Clinton make any comment following that statement? A. Well, Mr. Clinton further stated that he didn't know that the I.T.U. represented pressmen, and wanted to know whether or not we considered his employees journeymen, or apprentices, and I stated to Mr. Clinton that wherever the people had sufficient experience, that they would be classified as journeymen, that evidently the Company recognized the fact that they were journeymen in that they paid them the scale. There was no deviation between the people's wages.

Mr. Clinton made no reply to this, but proceeded to ask whether or not the Typographical Union represented people in such places as Atlanta, Miami, Birmingham, and I replied to Mr. Clinton that we represented pressmen in Atlanta, and he wanted to know where in Atlanta, and I told him at the Fulton County Dailey Report, and he wanted to know if that was

57 listed in the Editors and Publishers' Yearbook, and I told him I didn't know. He reached over on the shelf behind his chair, pulled out the Editor and Publisher, and turned through it, and he said it wasn't listed there. I told him that this was the legal daily newspaper, and that the Union did represent the pressmen on this.

Then, in addition, he asked where else, and I told him Haverhill, Massachusetts, that we kept no record of all the places where we did represent them, but to my knowledge and my experience in working in it that I could name him half a dozen places, but I didn't think that this was material to the question at hand.

Mr. Clinton asked about Miami, asked me if the I.T.U. wasn't kicked out of Miami Herald about three years ago. I told him "no," he must be thinking about the I.P.P. and A.U. He further made the statement, Well, the Union is broke. I told him again he must be referring to the I.P.P. and A.U., that the I.T.U. wasn't broke, and had not been broke, to my knowledge, in its over one hundred years' history. Finally, we got off of the subject.

Q. What was discussed after the discussion of the I.T.U. elsewhere? A. Well, the history of the I.T.U. was discussed at that time, also, as to

58 the fact that in its beginning that it represented all the people in the craft, and only beginning in 1892 it assisted other Unions in setting up International organizations.

Following that conversation, I pointed out to Mr. Clinton that certainly the matter at hand was whether or not the Company would recognize the Union, or not. He asked if we had authorization cards. Actually what he asked was: "How do I know that you represent a majority of the people?"

Q. To the best of your knowledge, those are his exact words? A. To the best of my knowledge, it is, "Do you have authorization cards?" I told Mr. Clinton that I did have authorization cards, and would be glad for him to examine these cards with his payroll records, provided that if a majority existed for the Union, that he would recognize and bargain with the Typographical Union as their bargaining representative.

Q. What did Mr. Clinton say to that? A. Mr. Clinton made no reply to that.

Q. What, if anything, did he say after that? A. I said to Mr. Clinton that, "You know that a production unit is an appropriate unit." Mr. Clinton made no reply to that, and I proceeded to point out to him

59 that the National Labor Relations Board didn't require that a unit be the most appropriate unit, but only an appropriate unit, and that the N.L.R.B. had held in any number of cases that a production unit in the printing industry was an appropriate unit.

Q. To your recollection, did Mr. Clinton make any comment to that statement? A. No. I don't recall any comment that he made on that.

Q. All right, sir, what, in your recollection, followed thereafter? A. I proceeded to tell Mr. Clinton that if the Company had a good faith doubt as to the majority status of the Union, that we would be willing to agree to a secret ballot election conducted by a minister, some public official, or by Mr. Clinton, himself, or anyone else that he might choose, provided that the Union be permitted to have an observer, and that the Company would abide by the results; that if the people voted in this fashion for the Union, that he would agree to recognize and bargain with the Union.

Q. What, if anything, did Mr. Clinton say to that statement of yours? A. Mr. Clinton said he didn't think he wanted any part of that.

60 Q. What did you say next, if anything? A. I said, "Well, if this is not acceptable to you, then we would be willing to separate the people; that all of those would go back into the plant and ask those who wanted the Union to represent them to step on one side, and those who did not to step on the other side."

Q. What, if anything, did Mr. Clinton say to that? A. Mr. Clinton said that he didn't think that he would do that. He said that he didn't think that he wanted to take on this responsibility.

Q. What followed thereafter? A. I then said to Mr. Clinton, if neither of these methods of determining a majority is acceptable to you, then the Union would be willing to enter into a consent election procedure under the auspices of the National Labor Relations Board. I proceeded to explain what a consent election procedure was, and Mr. Clinton butted in and said, "Well, I know all about that. You don't have to tell me about the Board elections," but he said, "I don't think we want to do that."

Q. Can you recall what was said thereafter, if anything? A. I then told Mr. Clinton that the Typographical Union had not sought these people out, but they had sought it out, and that we had taken on the responsibility of representing them, and we intended to do so.

61 I stated to Mr. Clinton that the people had told me that they wanted this thing out in the open, they wanted him to know that they had designated the Typographical Union as their collective bargaining representative, and that a petition had been drawn up and signed by a substantial majority of the production department employees. I then handed the petition to Mr. Clinton.

Q. I will show you a copy of General Counsel's Exhibit 3, and ask you if that is a copy of the petition that you handed to Mr. Clinton, at that time? A. Yes, it is a copy.

Q. What did Mr. Clinton do when he received the copy? A. Mr. Clinton took the copy --

Q. Did he take the copy -- was it a copy, or the original? A. No, it was the original of the petition, ahd he appeared to be reading it, and he ran his finger down the first and second column, and he then looked up and said, "Do you mind if I date this?" I said, "No, not at all." So, Mr. Clinton put the date that appears on the petition.

Q. Would you read the date that appears on that petition? Is it legible? A. Yes. This is 11-23-64.

62 Q. All right, sir, now, to your recollection, what transpired next? A. I then said to Mr. Clinton: "Mr. Clinton, you know that it" -- referring to the petition -- "represents a substantial majority of all of your production employees," and he nodded his head, and I took it that he was agreeing.

Now, this is the same procedure that he did when I told him that he knew that the unit was appropriate. He also nodded his head in the same fashion at that time.

Q. Was there any other statements made in that conversation? A. Mr. Clinton said that, "You know I have superiors, and I will have to get in touch with New York and see what they want to do about this." He said, "I will take the information and send it to Buffalo, and I will get in touch with you later on."

I said, "Well, Mr. Clinton, we have telephones, and it seems to me that it would be a simple thing to simply make a telephone call up there and appraise the company as to the facts that we do represent a majority of the people, and perhaps we could get together tomorrow." So, finally, Mr. Clinton agreed that he would call Buffalo, and that we would meet the following morning, sometime before noon. I told Mr. Clinton that we
63 would probably come by the plant about the same time we did that day. With this, I thanked Mr. Clinton for his time, and left.

Q. Did you take the original petition with you, or did you leave it with Mr. Clinton? A. The petition was left with Mr. Clinton, as well as the letter to him.

Q. Thereafter, did you meet -- did you have this meeting with Mr.

Clinton the following day to receive the Company's answer? A. No sir, not in the fashion in which it was agreed that we would have the meeting, no.

Q. Relate to us, sir, where the meeting took place. A. I was in the restaurant adjacent to the Jackson-Trace Motel having breakfast, and I looked up and saw Mr. Clinton coming toward my table. Mr. Clinton said, "Good morning." He said, "I just happened to be in the area, and looked in the window and saw a loner sitting in there, and thought perhaps it might be you."

Q. Approximately how far is that motel from the plant? A. Oh, I would say perhaps a quarter of a mile, maybe a little farther.

Q. What time of day was this? A. This was just before 9:30.

64 Q. All right, sir, proceed with your statement that occurred between you and Mr. Clinton, at that time. A. Mr. Clinton asked if he could join me, and I told him, please do. He then sat down, and ordered some orange juice and coffee, and we began to talk about the weather, which was a miserable day, and we talked about the food in the restaurant.

Q. Was that miserable, also? A. No, it was very good food, and very reasonable, which I told Mr. Clinton that it was reasonable. Also, the fact that Mr. Clinton wasn't a native of Sylacauga. Then, about this time, Bobby Gaston came in. It had previously been arranged that he meet me there for the purpose of going out to call on Mr. Clinton. Gaston joined us at the table, and then Mr. Clinton informed us that he had been in touch with Buffalo, but had been unable to talk to Mr. Walter Kessler, President of the Company, but that he had been instructed to send the information that the Union had given him, along with a roster of the employees, and their classifications, to Buffalo, and also that he might retain an attorney in Birmingham.

I told Mr. Clinton that I was sorry to hear this, that it appeared that we were not going to have an early determination of the matter of whether

65 the Union -- the Company would recognize the Union as the bargaining representative, or not. Mr. Clinton says, "Well, it doesn't look that

way." I said, "Mr. Clinton, you know that the Union represents a majority of the production department employees, even if you include everybody in the whole plant, including yourself," and Mr. Clinton nodded his head affirmatively as he had on the two previous occasions, as if he was agreeing.

MR. PROWELL: Now wait a minute. I object to this.

MR. McHUGH: I think the witness is competent to state his impression of the reaction of Mr. Clinton.

MR. PROWELL: I submit this is not proper. This is a conclusion the witness is reaching. He can't testify about the conclusions. He can testify about the facts.

TRIAL EXAMINER: Well, I will permit it to stand. I will overrule the objection, and deny the motion to strike.

Q. (By Mr. McHugh) Pick up from where you were, Mr. McFee, if you would, please sir. A. I then also told Mr. Clinton that, "You know that a production unit is an appropriate unit." Again, Mr. Clinton nodded his head affirmatively, and I took it to be agreement.

66 MR. PROWELL: I object to what he took it to be.

TRIAL EXAMINER: Well, really, strictly, Mr. Prowell is right on that. I think this witness has demonstrated to me a competence to describe that one way or the other, and also, I think, the general tenure of the conversation indicated that. At least, that was the impression the witness was giving.

Q. (By Mr. McHugh) All right, Mr. McFee --

TRIAL EXAMINER: I will permit it to stand.

Q. (By Mr. McHugh) Did he nod his head up, or down, or sideways? A. He nodded his head up and down.

Q. This was a noticeable nod? A. Yes sir.

Q. Now, you may continue with what further comments, if any, took place. A. Mr. Clinton repeated that he had superiors, that he would have to follow what they directed him. About this time, Mr. Clinton -- or, rather, the waitress came over to the table and asked for Mr. Clinton, and told him that he had a telephone call. Mr. Clinton excused himself, and took the telephone call, returned to the table and said that he had to leave now, and that he would be in touch with the Union.

67 Previous to this, Mr. Clinton had said that the reason that he came by the motel was that he had an unexpected trip to make to Birmingham, and that he wouldn't be able to meet, and that is the reason he came by the motel. In taking his leave, I commented that it was a terrible day to drive to Birmingham, but he said, "Well, you can't always have the kind of weather you want," and he said the Company would be in touch.

Q. All right, sir. Did you further have -- did you,tnereafter, have a personal meeting again with Mr. Clinton? A. I did.

Q. Do you recall the date of that, Mr. McFee? A. This was on December 3, 1964.

Q. And was this a pre-arranged meeting? A. No, it was not.

Q. What was your purpose in going to see Mr. Clinton at that time? A. On December 3rd, I still had not received a reply from the Company as to whether it would recognize the Union, or not. As a result, I felt that due time had passed --

MR. PROWELL: I object to what he felt. That has got nothing to do with this. He has asked a specific question.

TRIAL EXAMINER: Tell us what happened. What was the question?

68 MR. PROWELL: He asked did he meet with Mr. Clinton on December 3rd.

Q. [By Mr. McHugh] No, there was a later question, His purpose -- Since it wasn't a pre-arranged meeting, his purpose in contacting Mr. Clinton at that time? A. The purpose was to get a determination, if possible, from Mr. Clinton as to whether or not he would recognize the Union.

Q. Did you meet with Mr. Clinton on that day? A. I did meet with him, yes.

Q. Did any employees accompany you at that time? A. Mr. Ronnie Jackson.

Q. Will you relate the conversation that transpired, to the best of your recollection? A. Well, I went in Mr. -- told Mr. Clinton's secretary that I wanted to see him. He came into the room, and asked what he could do for me. I said, "Well, Mr. Clinton, I haven't heard anything from the Company as to whether it intends to recognize the Union, or not, so we thought we would drop by and see whether or not the Company had made a decision." Mr. Clinton said, "Didn't you get my letter?" And I said, "No, I didn't. I haven't gotten a letter. What letter are you talking about?" He said, "I mailed you a letter." I said, "I have received no letter." Mr.
69 Clinton then went over to his secretary and asked her if she had written the letter, and when it was mailed, and his secretary replied to him that it was written, and she did mail it on December 1st. Mr. Clinton came back and related this information to me, and I told Mr. Clinton that I had not received the letter, and that I had checked with my home that night -- the previous night, and there was no letter there. He said, "Well, I wrote you one." I said, "Well, Mr. Clinton, would you mind relating to me the contents of the letter?" Mr. Clinton said, "I would rather not. The letter will speak for itself." I said, "Well, Mr. Clinton, would you mind telling me whether the letter said that the Union will recognize the Union."

TRIAL EXAMINER: The Company.

THE WITNESS: Yes, the Company will recognize the Union, or not, and Mr. Clinton said, "I would rather [not] say."

I said, "Well, Mr. Clinton, these employees are getting quite worried and disturbed. They are concerned over the actions that certain of the town's people have effected against them, they are concerned over the interrogation of Mr. Leck Horton, the foreman, and other people within the plant." Mr. Clinton said, "Well, I don't know anything about that. I certainly haven't said anything out of the way [about] anybody. Our people
70 have been instructed as to what to say," and he said further, "I do not have any control over the people outside, only the people inside."

I said, "Well, do you expect that the -- can the people expect this same kind of treatment in the weeks to come?" And Mr. Clinton replied that he didn't know, and I said, "I have been informed by the people that there is a short schedule, other people have been laid off. These people are tremendously upset about this, that their jobs have been sent out," and Mr. Clinton said, "Well, that is maintenance." I said, "Well, Mr. Clinton, do you have any idea how long this maintenance will continue?" And he said, "I can't tell you."

TRIAL EXAMINER: What was this point about maintenance? Jobs sent out, did you say?

THE WITNESS: Well, the short schedule.

Q. [By Mr. McHugh] Relate to -- Relate to the Trial Examiner the information you had received at that time concerning those jobs.

MR. PROWELL: Wait a minute. I object to what information he had received with regard to some subject. This is obviously hearsay. Mr. Examiner, I think that in due course this question will be cleared up anyway, but I don't see the point in trying to introduce into the record something here with respect to hearsay that this witness don't know about.

71 He can testify to what he told Mr. Clinton, and what Mr. Clinton told him, but we are getting into --

TRIAL EXAMINER: I didn't want to get into some controversy, I just want to understand the words. Will you please explain to me what you mean by that language?

THE WITNESS: Yes. Every week a schedule of work is posted in the plant for the three shifts of the people who will work on those shifts, and the hours that they will -- or the classification under which they will work, and the days that they will work. Now, this is what is referred to as a schedule, and --

TRIAL EXAMINER: What is a short schedule? Fewer working hours?

THE WITNESS: No, less days' work, four as opposed to five.

TRIAL EXAMINER: All right.

THE WITNESS: And then those that had been laid off, they had no work at all. Now, this was contrary to full time employment.

TRIAL EXAMINER: I see. All right, go ahead.

THE WITNESS: Mr. Clinton said, "Well, we have turned this matter over to attorneys, and if you want to know any more about it, you will have to contact them." I asked Mr. Clinton who their attorneys were, and he replied Constangy and Prowell. I said, "Well, where are they located?" He said, "Atlanta." I said, "Would you mind spelling Constangy
72 for me?" He did so, and I thanked Mr. Clinton for his time, and Mr. Jackson and myself left. I also told him we would be in touch with him.

* * * * *

Q. (By Mr. McHugh) Have you had any further personal contact with Mr. McFee after that? Mr. Clinton, I am sorry. A. No.

Q. Following that meeting with Mr. Clinton, did you thereafter conduct another Union meeting? A. Yes sir, I did.

Q. And on what date was this? A. This was on December 4, in Childersburg.

Q. Will you state the purpose of that meeting? A. The purpose of the meeting was to bring all of the members up-to-date on what had transpired just prior to the approach to the Company, and up to that point, as
73 well as to have them make a determination as to whether they wanted to continue to work under the conditions that they were working, or to take a strike vote.

Q. How many employees attended that meeting? A. Twenty-seven.

Q. Will you relate now the topics that you discussed at the Union meeting with the employees? A. I started off by reminding the members that the approach to the Company had been made on the 23rd of November, the petition had been filed with the Company with the -- their signatures on it, that the Company, at that time, had declined to recognize the Union.

Q. Now, right there, Mr. McFee, how were you made aware of the Company's reply, if one was made at that time?

MR. PROWELL: I object. He has already testified as to what took place.

TRIAL EXAMINER: What was that question?

MR. McHUGH: My question was: How Mr. McFee -- Mr. McFee stated that the Company had made a reply, and my question was: How was Mr. McFee made aware of the Company's reply. The previous testimony has already established that he had not received a letter.

TRIAL EXAMINER: He has already testified what Mr. Clinton told him the day before about that letter. I will permit this testimony.

74 MR. McHUGH: Mr. Examiner, to inform you that he didn't get an answer to the Union's demand for recognition. He merely told him the letter was sent. He had no idea what the answer was. This is why I want to know -- I would like to get the witness to answer how he was made aware of the Company's reply.

TRIAL EXAMINER: I will permit this testimony.

THE WITNESS: On the evening of the 3rd, Mr. Robert Gaston came to my motel and informed me that the Company had posted two letters on the bulletin board. One of the letters was a copy --

MR. PROWELL: Wait a minute, I object. This is hearsay, obviously. Mr. Gaston can testify to what was on the bulletin board.

Q. [By Mr. McHugh] What did he say these letters contained?

MR. PROWELL: I will object to that.

TRIAL EXAMINER: I will sustain the objection.

Q. (By Mr. McHugh) What did you have him do, if anything,as a result of the information he gave you concerning these letters? A. I asked Mr. Gaston to return to the plant, and to get a prevailing copy of the letters that were posted on the board.

Q. Did he do so? A. He did.

75 Q. Did he return it to you? A. Yes, he did.

Q. And did you read the letter? A. I read the letter.

Q. I show you General Counsel's -- a copy of General Counsel's Exhibit 4, and ask you if the statement which Bobby Gaston brought to you at your motel that night is identical to the letter which you received, to that letter which you received thereafter? A. It is identical. I wouldn't testify to the spelling, but it contained the same contents as this letter.

Q. All right, sir, now, following the night which -- after you received the information contained in that letter, what steps did you take? A. This was taken up at the meeting on the 4th.

Q. Yes sir. A. And is what precipitated the meeting on that date soon after having contacted Mr. Clinton.

Q. All right, now, relate what comments you made to the employees at that meeting with regards to the Company's letter which was posted on the bulletin board? A. I stated to the employees that it was quite evident that the Company was not going to recognize that they had raised
76 legal technicalities insofar as the unit was concerned, and also the majority status of the Union. I related to them the fact that the information that I had on the verbatim copy, that the Company was contending that some of the people had desires of withdrawing from the Union, that some of the signatures had been obtained by intimidation and coercion, that as a result of what was contained in the Company's letter that another petition had been drafted in reply to the letter that the Company had posted on the bulletin board, and I requested that all of the people sign that petition, come forward one at a time.

Q. All right, sir, were the head pressmen present at that meeting? Were any of the head pressmen present at that meeting? A. They were.

Q. How many? A. Three.

Q. Who were they? A. John Nickolson, and Johnny Thomas and George Hickey.

Q. Had they previously informed you of any action that the Company had taken with respect to them? A. They had.

Q. Will you relate what information they gave you? A. The information that they gave me was that Mr. Clinton had called them into the of-
77 fice, had given them a letter, and requested that they sign for it. They showed me the original copy of the letters that Mr. Clinton had given to them.

Q. Is General Counsel's Exhibit 10 a copy of the letters which they informed you about? A. It is a copy. The two that I saw on the 3rd were John Thomas' and John Nickolson's.

TRIAL EXAMINER: You mean you saw their letters?

THE WITNESS: Saw their letters on that day. I did not see George Hickey's until the 4th, because he informed me that he had not gotten it until that time.

Q. (By Mr. McHugh) All right, with respect to the head pressmen, did you make any comments concerning their signing the petition, the second petition? A. I had previously met and talked with all three. They were quite concerned about it, and expressed it. They wanted to know what their position was, and I took out a copy of the N.L.R.B. Rules and Regulations of the Taft Hartley Act, as Amended. I turned to that portion where wherein a definition was given of supervisors. I read that portion to them, and asked them specifically on each item contained therein as to whether they performed that work, if they had that authority, and as to whether or not they could and did exercise independent judgment in any

78 of the things that they might direct the employees, or that went along with the machinery. They said they did not, and could not, that everything had to be cleared with Mr. Horton or Mr. Clinton, that anything that they said had no effect. I asked them if individually or collectively they had the authority that was spelled out in that definition under supervisors contained in the Taft Hartley Act. They again replied that they did not.

Consequently, they did attend the meeting on the 4th, and at the time the petition was laid out and the people were asked to sign, I requested that the head pressmen not sign the petition, in an effort to --

MR. PROWELL: I object to what the effort was. He can tell what happened, but he can't tell his reasons behind why he was doing such thing.

TRIAL EXAMINER: I will sustain that objection. Just tell us what you did.

THE WITNESS: I told the head pressmen that we wanted to eliminate any possible technicalities -- legal technicalities that the Company was endeavoring to raise, and to show to the Company that we still had a substantial majority even without their signatures on it. Then, this sufficed for the moment.

79 Q. (By Mr. McHugh) Did you make any comment regarding your agreement with the Company's position relative to the head pressmen at that meeting? A. I did.

Q. State it, please, here today. A. I told all of the members there that the Union did not agree with the questions raised by the Company in its letter, that the Union still considered that these people were head pressmen in the same fashion as thousands of head pressmen all over the country in other pressrooms, and that they could be and would continue to be represented by the Union.

Q. All right, sir, did you thereafter ask the employees to sign a second petition? A. I did.

Q. And is General Counsel's Exhibit 6 a copy of the petition which they signed at that time? A. That is a copy of the petition, yes sir.

Q. Was the language which appears at the top of that petition, was that present on the petition at the time the employees signed it? Was the language drafted before the signatures were obtained thereon? A. Are you talking about the entire typed portion?

Q. Yes sir. A. Yes, that was, and I read this to all of the members assembled there before they signed.

80 Q. All right, sir. What comments, if any, did you make with respect to any alleged coercion? A. As I stated before, I pointed this out prior to the time they came up to sign the petition. After the petition had been signed, I stated to the people again the question raised by the Company in its letter of December 12, and then said, "Now, if anyone feels that he has been intimidated or coerced in any manner, I want him to come out and strike his name from this petition, either now or at a later date, whenever he desires to do so."

Q. Did anybody do so? A. No sir, no one came forward, and no one has asked me to take -- to strike his name.

Q. All right, sir. What, if any, comments did you make at that meeting relative to a N.L.R.B. election? A. I stated to the employees that the Company had stated a course of action that it shows and felt the Union should take, was to file a petition for a N.L.R.B. election. I informed the members that under the law that either the Union or the employer had the right to file a petition before the N.L.R.B. However, it was not a requirement, nor mandatory on either party, that in our estimation that it was not in their best interest, nor in the interest of the Union to file a petition before the National Labor Relations Board, because the Union felt that the acts committed by the Company and by the town's people, the short schedule, the lay-offs, the instances of coercion that had been perfected against them, which included the former Mayor, Joe Dart --

MR. PROWELL: I object, Mr. Examiner, unless this is actually what he told the people.

Q. [By Mr. McHugh] Is this actually what you told the employees? A. It is. There was very little likelihood of these things being eliminated, and consequently that the only requirement on the Company was to have had a labor organization to request recognition for certain of its employees, or to have been approached by an individual requesting that an election be held were the only requirements for the Company, whereas the requirements for the employees were an interest showing of thirty per cent, or more, of which they had far more than that. In fact of the matter, they had a great majority, and as a result we could not see the need for it since adequate evidence had been presented to the Company that we represented such a majority, and the desires that they had expressed in signing the original petition.

Q. All right, sir, did you state the purpose of obtaining signatures to that second petition at that meeting? A. I did.

82 Q. Will you repeat it here today? A. I stated that the purpose of securing, or having the people sign the second petition would be a reply to the letter that had been stated -- that had been posted on the bulletin board by the Company to show conclusively that even without the inclusion of the

head pressmen's signature on this petition, that the Union had and still does represent a substantial majority of the production department employees.

Q. All right, sir, and did you mail the original of General Counsel's Exhibit 6, the second petition, did you mail that to the employer? A. I did.

Q. Did you also mail to the employer General Counsel's -- a copy -- the original of General Counsel's Exhibit 5, which has been identified and received as a letter from you to Mr. Clinton? A. This is a copy of the letter, the cover letter with the petition.

Q. Did you consult with counsel before sending that letter? A. I did.

Q. All right, sir, still at this Union meeting, what, if anything, was discussed relative to possible strike action? A. I reiterated the occurrences 83 that had been directed against the employees, and informed them that the Union had agreed to give them permission to either continue working under the conditions that existed, and would perhaps continue, and at the same time file charges against the Dixie Color Printing Corp.; or that they could vote to authorize a strike as a result of these unfair acts, and that if they did vote to strike that it would be an unfair labor practice strike, and that charges would be very shortly filed against the Company; that it was their decision to make, and that the Union could not tell them to strike, or pull them out on strike, but could only give them the right to take such action, themselves, and this would be an individual decision on their part.

Q. Was a vote taken at that time? A. A vote was taken.

Q. What was the results of the vote? A. The result was unanimous.

Q. Was a strike date arranged, or just how was this to be handled? A. Prior to taking a strike vote, the people were informed that all avenues short of that which would be to their interest would be exhausted, and this 84 included the sending of the petition that they had just executed, and that the Union would wait for a reply from the Company.

Q. All right, sir. Did you thereafter receive the original of General Counsel's Exhibit 7 from the Company? A. Eventually, I received it, but I did not receive it until after the strike was instituted.

Q. When was the strike instituted? A. On the morning of December 16th.

Q. Were you in Sylacauga at the time? A. I was in Sylacauga. The night of the 15th, I had talked with my home to inquire as to whether a letter had been received from the Company. I also talked with our counsel to see whether he had received such a letter. A negative report was from both. I arrived in Sylacauga on the 15th.

Q. And when did the strike begin? A. At 2:30 A.M. On December 16.

Q. Did you direct the preparation of the picket signs? A. I did.

Q. Including the specific language on the picket signs? A. I drafted it.

Q. Did I later request you to furnish me with a copy of the language on the picket signs? A. You did.

85 Q. And did you later furnish me with such a copy? A. I did.

Q. I have marked this exhibit as General Counsel's Exhibit No. 9.

(The document above-referred to was marked "General Counsel's Exhibit No. 9," for identification.)

Q. I have shown a copy to Respondent's Counsel. I will show you a copy of -- I show you the original of General Counsel's Exhibit 9, and ask you if that statement is an exact and correct statement of the language on the picket signs that are being carried publicizing the strike at Dixie Color Printing Corp.?

MR. PROWELL: I object to leading the witness, number one. It seems to me that is not what is proper. Before a ruling is made on the document, I would like to have the witness on voir dire to get additional information. You testified as to what the document is. Let's let the witness testify to what it is.

Q. (By Mr. McHugh) Would you identify that? A. General Counsel's Exhibit 9 --

TRIAL EXAMINER: Is that 9?

MR. McHUGH: 9. This is one of those out of sequence that I had numbered before.

TRIAL EXAMINER: I see. What is that? Tell us what that is.

86 THE WITNESS: This is a handwritten letter to Mr. Bill McHugh, Attorney, Tenth Region, N.L.R.B., Atlanta, Georgia. The language on the picket signs at Dixie Color Printing Corp., Sylacauga, Alabama, carried by members of the International Typographical Union. I --

MR. McHUGH: I don't think it is necessary to read it unless the Trial Examiner would like to have it in the record.

TRIAL EXAMINER: Did you prepare that?

THE WITNESS: I prepared it.

TRIAL EXAMINER: You wrote it?

THE WITNESS: Yes sir.

MR. PROWELL: I want to ask some questions on voir dire.

MR. McHUGH: Let me finish, Mr. Prowell.

MR. PROWELL: You have finished the identification, haven't you?

TRIAL EXAMINER: Let him finish. He hasn't offered the document yet.

Q. (By Mr. McHugh) Did you, pursuant to my request, personally observe the picket signs? A. I did.

Q. And did you personally, you, yourself, copy the language of the picket signs, and correctly enter it on that statement? A. I did.

87 Q. To your knowledge, has the picket signs' language been changed in any respect since the strike began? A. It has not been changed, to my knowledge.

Q. Do you have control over the language of the picket signs? A. I think I do.

TRIAL EXAMINER: Is the strike still on, Mr. McFee?

THE WITNESS: Yes sir.

Q. [By Mr. McHugh] And to your knowledge, are those picket signs still being carried which reflects the same language? A. The members on strike have been instructed to do so. The last time I checked them, they were identical with this language.

Q. When was the last time you checked them? A. I took a look at them last night.

MR. McHUGH: I have no more questions. If Mr. Prowell has something on voir dire, it is all right with me.

THE WITNESS: I might add that they were originally handlettered, and subsequently printed. That is the only change that has occurred.

MR. McHUGH: Well, at this time, Mr. Examiner, I offer that document into evidence as the language on the picket signs, as recalled by this witness, and as reduced to writing by this witness.

88 VOIR DIRE EXAMINATION

BY MR. PROWELL:

Q. Mr. McFee, when did you prepare this document, General Counsel's Exhibit 9? A. In the early morning hours of December 16th.

Q. Where were you at the time? A. At the Jackson-Trace Motel, in the largest room, in the lefthand corner.

Q. Were all of these signs you said were here prepared and given to the people on the picket line at different times, or did they all have them all at the same time? A. I prepared the first three picket signs, myself.

Q. And by the first three picket signs, are you referring to item -- were they all like item no. 1? A. One of item 1, one of item 2, and one of item 3.

Q. They were all prepared at the same time? A. Yes sir.

Q. And when were they given to the people? A. That morning.

Q. The morning of the strike? A. That's right.

Q. So, then, you are testifying now that this document, General Counsel's Exhibit 9, represents the wording on the picket signs from the beginning, is that correct? A. Yes sir.

89 Q. I see, and, of course, that sets forth the Union's position with respect to the strike?

MR. ADAIR: I object to that. That is the Attorney's conclusion.

MR. PROWELL: I understand that is the purpose for which it is offered, Mr. Examiner. Possibly I am incorrect. I have got to know what this document represents, and that is my question.

TRIAL EXAMINER: As I understood your question, whether or not the picket signs represented the purpose of the Union.

MR. PROWELL: The position of the Union, whether this document represents the position of the Union with respect to those picket signs, and with respect to the strike. I assume that is what [it] is offered for.

TRIAL EXAMINER: As I understand the testimony thus far, it is the witness' statement as to what was on the picket signs.

MR. PROWELL: All right, and I am asking whether or not this document represents the position of the Union.

TRIAL EXAMINER: Whether what was on the picket signs represented the position of the Union?

MR. PROWELL: Yes.

TRIAL EXAMINER: Do you object to that?

90 MR. ADAIR: Yes.

TRIAL EXAMINER: What is the basis of your objection?

MR. ADAIR: The basis of my objection is that it isn't the entire position of the Union. Certainly it is a portion of the position of the Union. The Union put the verbage on the sign, and obviously they believe that to be true as a position of the Union, but as far as getting to is this the position of the Union, the conclusion of whether or not it is an unfair labor practice strike, or not, of course, I object to it from that standpoint.

TRIAL EXAMINER: Well, I think in light of that objection, I will ask you to give him a more specific question. I am not certain I know what you are driving at.

Q. [By Mr. Prowell] All right, I will see if I can't rephrase it. When you prepared these three picket signs, the purpose in preparing those was to convey to the public certain information, right? A. A part of the information, yes.

Q. All right, that -- in other words, that information that you were attempting to convey to the public was, in that respect at least, a statement of the position of the Union with respect to the strike, is that true? A. Mr. Prowell, it would be an impossibility to state the entire position

91 of the Union --

Q. I am not asking the entire position. Don't quibble with me. A. -- on a picket sign, and as a result we are restricted to a few choice words that only represents a part of the position of the Union, so that the public, as well as other people, including the Company, can get a rough idea as to what our intentions are and what our feelings are.

Q. Now, will you answer the question? A. I just finished answering the question.

Q. I asked you whether or not this document here represented the position, or a portion of the position of the Union with respect to that strike?

TRIAL EXAMINER: I think he has answered that "yes".

MR. PROWELL: No, he hasn't answered. That is what I want him to do, answer "yes".

THE WITNESS: You have rephrased the question, now, Mr. Prowell, and the answer is yes to that question.

MR. PROWELL: All right, thank you. Mr. Examiner, I have no objection to No. 9, in view of the testimony of the witness.

TRIAL EXAMINER: Well, I would like to ask you this so that I understand what your point is from these questions: What is your point? The omission of something?

* * * * *

92 TRIAL EXAMINER: All right, I will receive G.C. 9.

(The document above-referred to, heretofore marked "General Counsel's Exhibit No. 9," was received in evidence.)

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DIRECT EXAMINATION (RESUMED)

BY MR. McHUGH:

Q. I believe you testified, Mr. McFee, that the picketing still continues today, does it not? A. It continues today.

MR. McHUGH: I am just about finished with this witness, Mr. Examiner. It will take a second to recapitulate.

93 Q. (By Mr. McHugh) I would like to recall your attention, Mr. McFee, to the first meeting with Mr. Clinton on November 23. What, if anything, was said at that meeting concerning the time at which the Union campaign had begun? A. Mr. Clinton asked me, following the presentation of the petition, how long this Union business had been going on, and then he said, or is this a fair question. I told him I wouldn't say whether it was, or wasn't, but I would answer his question, and I told him that it had been going on some time just prior to October 25th.

Q. All right, sir, I have marked for identification Exhibit -- General Counsel's Exhibit 8.

(The document above-referred to was marked "General Counsel's Exhibit No. 8," for identification.)

Q. Mr. McFee, I show you General Counsel's Exhibit 8, and ask you if you can identify that. A. This is a rough layout of the Dixie Color Printing Corp. plant.

Q. Who prepared that? A. Mr. Robert Gaston gave it to me.

Q. At your request? A. Yes.

94 Q. Did you spend time with him while he prepared this? A. Yes, I spent quite a bit of time with Mr. Gaston.

Q. Approximately how much time did you spend with Robert Gaston at the time he was preparing this diagram? A. Part of it had already been prepared. Additions were added to it over the almost entire day in meeting with Mr. Gaston on the 26th of October.

Q. What source of information was used in preparing that diagram? A. Mr. Gaston's general knowledge of the plant and the people.

Q. Has there been any further communications between the Company and the Union since the Company's reply was received to your -- to the Union's second petition? A. Not directly with the Union, no.

MR. McHUGH: That is all the questions I have, Mr. Examiner.

* * * * *

95 CROSS EXAMINATION

BY MR. PROWELL:

Q. Mr. McFee, I believe you testified that you first came into the picture at Dixie Color Printing about October 25th, is that correct? A. No sir, about October 22nd.

Q. The 22nd, and this strike was called on -- in December. On what date was that? A. That was the 16th of December.

Q. Between October 22nd and the 16th day of December, did you make reports to your International office? A. I did.

MR. McHUGH: Objection. Mr. Examiner. I think this is irrelevant. It goes to the internal --

TRIAL EXAMINER: It is a preliminary question, and I will permit the question, and deny a motion to strike.

Q. (By Mr. Prowell) Did you receive any instructions back from them with respect to Dixie Color, or was that simply a report of what you had been doing, yourself? A. The reports that I make to my International Headquarters, Mr. Prowell, are those of my own, based on my
96 whereabouts, what it dealt with, and what my impressions of the situation are.

Q. Now, did you receive any instructions, either in writing or orally, from your International office during this period of time we have just talked about, concerning the Dixie Color situation?

MR. McHUGH: Objection.

MR. PROWELL: It is a preliminary question.

MR. ADAIR: It is plainly immaterial and irrelevant, Mr. Examiner.

MR. PROWELL: We would like an opportunity to submit to you that we expect to tie it up. If we don't, we are subject to a Motion to Strike, but we don't want to be called upon to reveal our -- the purpose of the question at this point.

TRIAL EXAMINER: Well, I will permit it under those circumstances. I don't now see where it could be relevant, but I will permit a few questions.

Q. (By Mr. Prowell) All right, can you answer the question? A. Repeat your question, Mr. Prowell.

Q. I said between October 22nd and December 16, did you receive any instructions from your International office, either oral or written, with respect to the situation at Dixie Color Printing Company? A. I did not.

97 Q. All right, sir, you are positive of that, now? A. I may have had some confirmation of what my analysis of the situation is.

Q. Well, what confirmation did you get? A. This was not in the avenue of confirmation, because our International Headquarters and the International President goes on what the Representative reports over a period of time, and relies upon his judgment. When he cannot rely upon the judgment of the Representative, he will no longer be a Representative.

Q. Now, let's get back to my question. My question was, Did you receive any instructions, either oral or written, during that period of time, from your International office concerning Dixie Color?

MR. ADAIR: Mr. Examiner, I think the question has been asked and answered.

MR. PROWELL: I submit his second answer equivocated, and I want to be sure there is no mistake about it now.

THE WITNESS: If you will tell me what you mean by --

TRIAL EXAMINER: I will permit a little more on this line. Go ahead.

THE WITNESS: -- what you mean by instructions, Mr. Prowell, I will be glad to answer.

98 Q. (By Mr. Prowell) I just want to know what instructions you got.

MR. ADAIR: I object. It is immaterial and irrelevant what instructions he got, the substance of the instructions he got from his office. That is going too far.

TRIAL EXAMINER: What does that have to do with the issues before me?

MR. PROWELL: Mr. Examiner, we have got an issue of credibility, and as I say again, I would prefer not to reveal at the moment exactly what we are driving at. This one question, and then we are going into the meat of the thing.

TRIAL EXAMINER: Well, you have asked for what instructions he received.

MR. PROWELL: Yes sir, and all I want him to say is he got some, or he didn't get some. He is trying to equivocate, and we submit --

MR. ADAIR: I object to that, his characterization of the witness' testimony. It is his opinion he is attempting to equivocate. I think the record will reflect quite differently.

MR. McHUGH: Mr. Examiner, may I say that not only is it irrelevant, it is completely beyond the scope of Direct Examination. Sure, the witness' credibility is always an issue, but it must be tested by relevant
99 matters, not by extraneous and irrelevant matters. This is no part of it. There is no question on Direct Examination concerning his instructions, oral or written, if any, from the International Union.

MR. PROWELL: We agree, Mr. Examiner, that if we do not tie it up, and if it is not pertinent, it will be subject to a Motion to Strike, and I would be the first to agree to that, but I don't believe I have got to ask the exact same questions that he asked.

MR. McHUGH: I think the purpose of the inquiry should be disclosed.

MR. PROWELL: I agree that you think that I ought to tell you and the witness, too, but I don't think that is required on Cross Examination.

TRIAL EXAMINER: Well, I will permit you to ask once more whether he received instructions from his supervisors, or his superiors.

MR. McHUGH: Could we be more specific in that? Instructions relating to travel, or vacations, or instructions relating to what?

TRIAL EXAMINER: All right, suppose you make it a little more clear.

Q. (By Mr. Prowell) With respect to his handling of the situation at Dixie Color.

100 TRIAL EXAMINER: You are referring to substantive, the way he handled the matter substantive.

MR. PROWELL: That is correct.

TRIAL EXAMINER: As distinguished from his own personal travel.

MR. PROWELL: That's right. I am not interested in anything except what transpired at Dixie Color.

THE WITNESS: Mr. Prowell, I made certain recommendations to the Executive Counsel of the I.T.U. concerning the situation at Dixie Color Printing Corp. to the effect that the Company had, in effect, created a lock-out by reducing the employees' work week, by laying off certain other employees, in addition to permitting what I consider to be unfair labor practices, and on the basis of that requested that those people who had been either locked out, either partially or completely, that they receive benefits under the provisions of the I.T.U. laws of strike and lock-out benefits. I also later --

Q. [By Mr. Prowell] When was this first, please sir, approximately? A. This was approximately the week of the 3rd.

Q. December 3rd? A. Yes, thereabouts. It may have been on December 1.

Q. Was there any others, now?

MR. ADAIR: Mr. Examiner, I think that this is going way beyond the scope of Direct Examination, and I don't even think that Mr. Prowell 101 can claim a failure to disclose the purpose of this is any longer in order. I think we are just wandering at random, and this is obviously beyond the scope of Direct Examination, and, at this setting, is not material or relevant, and again I object to this line of questioning, and I would like for the Trial Examiner to consider that in that it has gone so far afield.

MR. PROWELL: Well, he has already ruled twice that I can ask this question.

TRIAL EXAMINER: He is talking about many more questions.

MR. PROWELL: Well, he is still answering the same one, I assume. I haven't changed the question.

TRIAL EXAMINER: You have asked what further reports he made. I think I will have to know, before I continue to let you get any more of this in, what your purpose is.

MR. PROWELL: Well, let's ask the witness to be excluded from the room, then?

TRIAL EXAMINER: All right, I will ask the witness to step out of the room.

(Whereupon, the witness left the witness room.)

MR. PROWELL: Mr. Examiner, we have an issue with respect to credibility of this witness as to his testimony as to what took place at 102 certain specified times, particularly with respect to whether or not he offered to agree to a consent election before the Labor Board. Their constitution and by-laws contain certain provisions. Among those provisions are to the effect that he must obtain specific approval from the International President before he can entertain or file a petition, or any other type matter before the Labor Board, and I want to examine the witness on Cross Examination for the purpose of showing he did not obtain such permission, he didn't have such permission, and he didn't make such an offer to the company.

MR. McHUGH: May I be heard on this, Mr. Examiner?

TRIAL EXAMINER: Before he filed the petition?

MR. PROWELL: He didn't never file one. I am saying to you that he did not make that offer to the Company, for the reason he never obtained the permission. He couldn't do it under his own constitution and by-laws.

MR. McHUGH: Mr. Examiner, if I may be heard on this, Mr. Prowell is trying to test the credibility of this witness in a most remote way. Mr. Clinton is here, and if Mr. Clinton denies the conversation, then a credibility issue is posed, but he is asking you to rule on whether Mr. McFee has followed the Union's asserted rules and regulations. This is highly improper.

103 MR. PROWELL: I submit to you, Mr. Examiner, there is no better

way to test the credibility of a witness than to show that he has certain specific instructions, and that those instructions, when he said that he violated those instructions, that that certainly bears materially on his credibility.

TRIAL EXAMINER: I will rule all of that is too remote for the issues here.

MR. PROWELL: All right, then, I would like to make an offer of proof on the record.

TRIAL EXAMINER: You may do that.

MR. PROWELL: That if we were permitted to examine the witness, that he would concede that the constitution and by-laws of the Union which were in effect in 1954 -- '64, I beg your pardon, provided in Article VII, Section 2, on Page 32, as follows: "Local Union shall not file any unfair labor practice charges, or petition for investigation or representation without first consulting the President of the International Union and obtaining approval of the Executive Counsel," and that those instructions were outstanding at the time he alleged he had this conversation with Mr. Clinton in which he said he offered to agree to a consent election.

MR. McHUGH: Is that all of your offer of proof?

MR. PROWELL: Yes sir.

TRIAL EXAMINER: All right, I will reject the offer of proof.

104 MR. PROWELL: All right, you want to call the witness back in?

MR. McHUGH: Before the witness comes in, do we have an understanding regarding any future questions with respect to the constitution?

(Whereupon, the witness returned to the hearing room.)

MR. McHUGH: Is the Trial Examiner prohibiting future questions on this?

TRIAL EXAMINER: No, I just make the ruling on this offer of proof.

MR. McHUGH: All right.

Q. (By Mr. Prowell) Mr. McFee, it is true is it not, that your constitution and by-laws contain a provision that any contract which you make with any Company must incorporate the constitution and by-laws of your Union?

MR. ADAIR: I object, Mr. Hearing Officer. That is completely immaterial and irrelevant to the issues presented in this hearing.

MR. PROWELL: We are laying a foundation, Mr. Examiner, for one other question.

MR. ADAIR: Mr. Examiner, I submit that if he would like to have the witness leave the room again and tell us the purpose of it, that would be fine, but we are going far afield here, and the question is simply not
105 relevant or material.

TRIAL EXAMINER: I will ask you to step out again, Mr. McFee.

(Whereupon, the witness left the hearing room.)

TRIAL EXAMINER: What is your point at this time, Mr. Prowell?

MR. PROWELL: Our point is, Mr. Examiner, that the constitution and by-laws of the Union -- there is a provision that the by-laws must be incorporated in the agreement, and also in addition, the constitution and by-laws contain a provision that I want to ask him about, that the foremen and supervisors must be members of the Union. I want to cover that at this point, because one of the issues we have here is with respect to whether or not the supervisors are included in the unit.

MR. McHUGH: Is Counsel for the Respondent suggesting that the I.T.U.'s by-laws and constitution dictate whether or not an employee is a supervisor within the meaning of the Act?

MR. PROWELL: Mr. McHugh; would you -- I don't think that this is any time for levity.

TRIAL EXAMINER: Now, just a minute. On your first point about incorporating -- you have got two points you have raised?

106 MR. PROWELL: That's right.

TRIAL EXAMINER: Let's take the first one. The alleged provision of the by-laws that -- constitution and by-laws, that the by-laws of the Union, or the constitution and by-laws of the Union must be included in any contract?

MR. PROWELL: Then, the by-laws specifically provide that supervisors must be in the Union. You see, there is a difference between whether or not he, himself, is governed by the by-laws. That is one thing, whether he and the Union are governed by the by-laws, but it is an entirely different thing if the by-laws, themselves, must be incorporated in the contracts, and the Company must also be bound by them. That is the point we are attempting to establish.

MR. ADAIR: Mr. Examiner, we are talking about two entirely different issues here. He is talking about something that comes into play after possible recognition, which in this case there was no such recognition. What I am saying here, there was a demand made, and certainly the evidence has gone in regarding that. Now, here he is talking about something about the constitution and the by-laws governing something which is so remote that certainly it should not be allowed, this type fishing expedition. It goes far beyond the scope of Direct Examination.

107 MR. PROWELL: This is not a fishing expedition, Mr. Examiner. This is for the purpose of establishing that certain things took place, irrespective of his earlier testimony that certain things took place, and that this man has been conforming to his constitution and by-laws. The first offer of proof we made was for that purpose. The first question we asked, which you rejected, was for that purpose. The second and third questions that we are now seeking to present also deal with the same thing.

MR. McHUGH: Mr. Examiner, even if Mr. McFee would state that he is in violation of his rules, how is his credibility brought into play? He has testified on Direct Examination, and it is those matters under which you must judge his credibility, not on extraneous matters. Why can't Mr. Prowell test the witness' recollection and his ability to recall events which he testified to on Direct Examination, instead of resorting to a document which respondent has never seen.

MR. PROWELL: What do you mean the respondent has never seen. Of course, the respondent has seen the constitution. I am sitting here looking at it.

TRIAL EXAMINER: Well, I will rule as to Mr. Prowell's first proffer --

108 Let me ask Mr. Prowell one question. Why isn't Mr. Adair right when he says the parties never really got to that? That might be a defense to a good faith bargaining charge if the parties were bargaining, but here the Company never even recognized the Union. How could this possibly be a defense?

MR. PROWELL: One of the crucial issues in this case, as we understand, is that the Union sought and insisted upon the inclusion of our supervisors, and they used the supervisors for the purpose of organizing the Union in the first place, and our point is that the Union was full aware, well aware, of what was going on, and what they were doing. Not only was it aware, but its constitution and by-laws specifically provide they must have the supervisors in the Union. As a matter of fact, it is a specific provision that the foremen must do all the hiring and firing in their constitution and by-laws.

MR. McHUGH: Mr. Examiner, isn't Mr. Prowell concluding that these head pressmen are supervisors, and hasn't he crossed the bridge before he reached it? I submit he has.

MR. PROWELL: Mr. McHugh, I would say that the Union thought enough of it they wouldn't let them sign the second petition, and they, themselves, excluded them.

109 MR. McHUGH: Again, Mr. Examiner, the witness testified on Direct Examination the attempt he undertook to safeguard the question of the head pressmen, and irrespective of the Company's belief. That is what is in issue, not the admitted -- conclusion that these supervisors are in the Union. I think any testimony regarding his knowledge of their Union and supervisory capacity is simply erroneous, and doesn't relate to the issue of credibility.

MR. PROWELL: He is arguing the weight of the evidence, Mr. Examiner, not the admissibility.

MR. ADAIR: Mr. Examiner, further, I think that Mr. Prowell has certainly pointed to something here that should be pointed out. I think that in addition to what Mr. McFee has explained, the second petition, by excluding the four head pressmen whom the Company had then for the first time alleged [were] supervisory employees, it shows they were not, in fact, wanting to exclude them if there was a question about their supervisory capacity. That goes right into the teeth of what he is trying to contend that the Union has to take in the supervisors and has to have them in the Union. The evidence is contrary. He is trying to argue the constitution and by-laws of incorporation when he, himself, I am sure, knows that during negotiations, it is sought that certain of these provisions be included,

110 and others are not. I think that he certainly knows that.

MR. PROWELL: I don't know any such thing.

MR. ADAIR: And this goes far afield of Direct Examination. It is beyond the scope of it, and furthermore it [is] far much too remote, and it is not material and relevant.

MR. PROWELL: They are arguing about the weight of the evidence, Mr. Examiner, as opposed to the admissibility of it. Clearly, we have a right to have introduced in the record that evidence which deals with the subject about which he testified, and which could, if it were believed by you, tend to impeach this witness.

MR. McHUGH: He did not testify about such events, Mr. Examiner.

MR. PROWELL: He testified about supervisory authority of these people, about why he included them, or why he didn't include them on the petition.

TRIAL EXAMINER: Well, he made no reference to the constitution or by-laws.

MR. PROWELL: I agree. It is not necessary that he make a reference to the constitution and by-laws in order for us to get them into evidence for the purpose of impeachment.

111 MR. ADAIR: Mr. Examiner, again, I submit it is immaterial what the constitution and by-laws, or a particular item, says. It is what happened in this particular circumstance, and I think the evidence is clear on what occurred to lead up to this point. They were concerned about the supervisory question after the Company brought it up. I think his testimony reflects on the fact that he did question these individuals regarding

these criterions as to supervisory status. This testimony that he is trying to slip into the record here is too remote, and it is immaterial and irrelevant, and goes far beyond the scope of Direct Examination. He is attempting to try the constitution and by-laws, and they aren't even an issue here.

MR. PROWELL: Obviously, Mr. Examiner, we aren't attempting to try the constitution and by-laws, and that remark is certainly not appropriate in the record.

TRIAL EXAMINER: Well, I believe I will exclude it. It is a remote way of attacking a witness' credibility. That is one thing.

If this becomes a vital part of the Respondent's defense on the proof of whether these four men were, in fact, supervisors or non-supervisors within the meaning of the Act, and Mr. Prowell wants to ask again to try to get this testimony in, either by recalling McFee, or trying some other way, I will re-consider it then, but I will take the direct testimony -- I

112 mean the unremote testimony on the duties of these four men before I go about it that way.

We have no testimony, really, thus far as to the duties of these men. I want to find out, myself, what these men do, and what their responsibilities are for the Company. So, at this time, I will reject the proper testimony of both parties.

MR. PROWELL: I would like -- I think in order to be sure my record is clear, I would like to make an offer of proof.

TRIAL EXAMINER: All right, make your offer of proof.

MR. PROWELL: If we were able to examine the witness, that he would concede that the constitution and by-laws of the Union provide that a -- the by-laws must be incorporated into every contract that is signed by the Union, and that all foremen must be members of the Union, and that the foremen must do the hiring and firing of the employees in the unit. I believe that is all of the offer at this point, Mr. Examiner.

TRIAL EXAMINER: I would be more inclined to think that that testimony would be, or might be relevant if the Company had -- Respondent had recognized the Union and were actually bargaining, and the issue was whether or not there was good faith bargaining.

113 MR. PROWELL: You understand, of course, that the correspondence which is in evidence raises the issue with respect to the status of these people?

TRIAL EXAMINER: Yes, but not with respect to the Union's constitution and by-laws.

MR. PROWELL: I understand that.

TRIAL EXAMINER: Just as to whether or not they were supervisors.

MR. PROWELL: And included in the unit, and would be covered by the Union's request for recognition.

TRIAL EXAMINER: I understand that. So, I will reject the offer.

MR. PROWELL: All right.

TRIAL EXAMINER: You may call the witness back in.

(Whereupon, the witness returned to the hearing room.)

TRIAL EXAMINER: Are you through with this general line of questioning about the constitution?

MR. PROWELL: Yes, I think so. I may want to ask one more question.

TRIAL EXAMINER: Well, he may have to go out once more.

Q. (By Mr. Prowell) Mr. McFee --

Mark that as Company's Exhibit No. 1, for identification, please.

114 (The document above-referred to was marked "Company's Exhibit No. 1," for identification.)

Q. I want to show you a document marked for the purpose of identification as Company's Exhibit 1, and ask you if you will tell us whether or not that document represents the constitution and by-laws of your organization, which was in effect in 1964? A. I couldn't answer that question truthfully, Mr. Prowell, without reading and comparing this with an actual copy.

Q. All right, sir, when you get off the stand this afternoon, I would like to ask you if you will make the necessary comparisons, or produce a copy of the 1964 constitution, and we would like to reserve at this point, Mr. Examiner, the right to call him back and have him identify the document for us.

TRIAL EXAMINER: The green book you have is an earlier edition?

MR. PROWELL: A later edition, '65.

TRIAL EXAMINER: A later edition.

MR. PROWELL: Yes sir. He produced that. We found a copy in
our office, but this is '64, which was in effect at the time in question here,
and I assume there was some changes. What the changes are, I am not
115 sure. I don't know, and all we are asking the witness is whether or
not the one we gave him was the one in effect in 1964. We understand that
it is.

THE WITNESS: Mr. Hearing Officer, I am a printer, and I know that type can be matched, and I know that new leaflets can go in there; and to do that from there, without checking pages and sections --

TRIAL EXAMINER: Suppose you refer him to a certain item you want him to see, and perhaps he will know, and he will be familiar with that.

MR. PROWELL: Well, I would have to refer him to a number of them.

Q. (By Mr. Prowell) Look at Page 32, Article 7, Section 6.

A. Article 7, Section 6.

TRIAL EXAMINER: Now, is that --

Q. [By Mr. Prowell] All I want to know is whether that one was in effect in 1964. Do you have a copy of the 1964 one? A. That's right, but it is a marked copy, and is evidence in another case that will be before the Board. This is the reason I can't give you this copy, Mr. Prowell.

Q. All right, you have got it there. Tell me if that is correct, then.

A. The wording is correct, yes sir.

116 Q. All right, sir, look at Page 64. A. That is Page 64?

Q. Yes sir. Just a minute. Starting on Page 63, Section -- Article

18, Section 2, and continuing on Page 64, read that and tell me -- well, you have got it there. A. You want me to compare this to what you have?

Q. Read it first. Well, that is in your copy. Mr. Examiner, at this point --

Starting on Page 63, that is Article 18, Section 2, would you look at this one and see if that one is correct? That is Company's Exhibit 1 I just referred you to. A. Right.

Q. Are they correct? A. Yes sir.

Q. Now, look at the general laws, Page 89, Article 2, Sections 2 and 3? A. They are.

Q. They are correct? A. Yes.

Q. All right, sir. Now, Mr. McFee, you testified on Direct Examination that these employees filled out some cards sometime prior to October 25th. They were filled out for -- they were secured from another labor organization, were they not? A. They were secured from
117 the Alabama Central Labor Council, which is comparable to other A.F.L.-C.I.O. state bodies.

Q. But, that was not your organization, is my point. You, as a Representative of your organization, didn't supply those cards, did you? A. No.

Q. And your card has a different wording on it from the card that these people signed, doesn't it? A. Somewhat, yes sir.

Q. Those initial cards you testified, did you not, that those initial cards said that the people were signing those cards in order to secure an election, did you not? A. No, I didn't.

Q. Didn't you testify to that? A. No sir.

Q. All right, sir. What do your cards say? Have you got one of your cards with you? A. Not with me, no sir.

Q. Do you have one here in town? A. I have a blank card, yes sir.

Q. All right, sometime during a recess, I would like you to get one, unless you can tell me now what those cards say on the face of them.

118 MR. McHUGH: Mr. Examiner, before we comply with such a

request, I would like to know the purpose of it. How is the witness' credibility, or how is any issue in focus with such request as that?

TRIAL EXAMINER: Are we going to have any cards?

MR. McHUGH: No.

MR. PROWELL: This gentleman has testified these people signed the cards. I think we have a perfect right to attack his credibility -- this is the very point they raised before -- with respect to what does the card say, what is the wording on the card, what authorization did they receive?

MR. McHUGH: If this is the purpose of it, to test Mr. McFee's credibility, I am at a loss to understand just in what way it does so. I submit it doesn't.

TRIAL EXAMINER: Is that your point, to test his credibility?

MR. PROWELL: That, plus to reflect upon this whole question of representation here. There are some other angles to it, also.

TRIAL EXAMINER: Well, of course, I don't know whether the employees -- we have no testimony yet that the employees signed the petition.

MR. PROWELL: He testified that they signed cards, and I want to know what they signed. I think we are entitled to know, and I think the record should reflect what they signed. 119

MR. McHUGH: He didn't ask him that question. He asked him to produce a card.

MR. PROWELL: Any one of them that these people signed. I will take any one that any of these people signed.

MR. McHUGH: The cards are not in issue, Mr. Examiner. All the Respondent saw are these petitions and if they saw anything different, it hasn't been asserted at this point. Why should he inquire into the cards when the employer, the Respondent, has that petition in his possession at this very moment, and has had it for several months.

MR. PROWELL: This witness has testified about some documents that he said he had the people sign. Now, certainly we are entitled to know what they signed.

MR. McHUGH: He doesn't deny that these witnesses signed cards, Mr. Examiner.

MR. PROWELL: I don't care whether he denied it or not.

MR. McHUGH: Then, how is his credibility in issue in a point which he does not deny.

MR. PROWELL: Mr. Examiner, I --

120 TRIAL EXAMINER: Didn't this witness testify that he offered to show the cards to Mr. Clinton, and Mr. Clinton didn't take him up on the offer?

MR. PROWELL: I think that is correct, under certain conditions.

MR. McHUGH: That isn't what his testimony was; no conditions attached.

Well, I retract that statement. I think there was conditions in respect to it.

MR. PROWELL: There is a lot of others you should retract.

MR. McHUGH: That the Company, if they examined these and they were satisfied a majority was shown, they would recognize the Union.

MR. PROWELL: Do I understand that your statement of the law is that unless the Company receives and examines and checks these cards, that the Union is not the authority or authorized representative of the people?

TRIAL EXAMINER: I will ask you to leave the room, Mr. McFee.

(Whereupon, the witness left the hearing room.)

TRIAL EXAMINER: Let's see: At the moment, we have the question of your request of the witness to produce one of the forms.

MR. PROWELL: One of the cards that he testified he had these employees sign. Any one of them, or even the form.

121 TRIAL EXAMINER: Now, what is the point that you wish to prove through that?

MR. PROWELL: First, I am not convinced that they signed any cards. I want to see whether or not he is telling the truth.

Second is, I want to know what that card shows on its face. I think that here is a man who went in and represented to the Company that he represented these people on the basis of cards. He told them that they signed them, that he had them. I want to know, No. 1, did he have them, and I want to know, No. 2, whether what he told the Company was the truth.

TRIAL EXAMINER: Well, am I right that the witness offered the cards to Mr. Clinton?

MR. PROWELL: Upon conditions.

TRIAL EXAMINER: Upon condition that if there was a majority, the Company would recognize the Union?

MR. PROWELL: Right.

MR. McHUGH: And the further testimony was that Mr. Clinton denied, refused to accept that offer. So, if Respondent now wants an opportunity to look at the cards, we will be glad to show them to them if they are satisfied that if a majority is represented, if a majority of the employees signed them, they will represent the Union, but under any other

122 condition they are completely irrelevant, because they haven't been offered into testimony, and it is clearly a prop for the Respondent to cross examine the witnesses with. He hasn't denied the cards were signed. He is asking us to furnish him evidence, which we aren't going to rely on.

MR. PROWELL: Look, Mr. Examiner, they obviously rely on the testimony, or they wouldn't put it in the record in the first place. This is ridiculous. If you hadn't been expecting to rely on the testimony, you wouldn't have asked the witness the question. I don't know any better way to cross examine a witness than to make him produce the document that he says he procured, that he had signed, and that he told the Company that he had. I don't know of any better way to impeach him than to show that he [doesn't] have them.

MR. McHUGH: He hasn't denied that all of these things occurred, Mr. Examiner, but they are not relevant, because we haven't relied on them. They took certain steps which are impossible to rebut, and now the Respondent's Counsel is asking that other evidence be introduced which is not a part of General Counsel's case. We don't care about the cards.

MR. PROWELL: Well, what did you put it in the evidence for?

123 MR. McHUGH: The cards aren't in evidence, Mr. Examiner. The petitions are.

MR. PROWELL: You put the testimony in.

MR. McHUGH: He hasn't denied that the signatures to the cards were obtained. He hasn't denied that.

MR. PROWELL: Obviously, Mr. Examiner, Mr. McHugh has made a mistake. He has got this witness in the box, and now all we are asking for is the right to show that the witness' testimony either was, or was not, correct. He obviously put that evidence into the record for the purpose of influencing the decision of you and whoever reads the record, and now that he has put that into evidence, he has certainly put himself in the position where we have the right to cross examine the witness with respect to it.

MR. McHUGH: Sir, the production of these documents makes absolutely no difference to us. The relevancy of them does. They are not relied upon as part of the General Counsel's case as part of the Union's claim to a majority designation. How can they possibly be of relevancy at this point? They were offered once, and they were rejected. Why should a production of them now make any difference to the outcome of this proceeding?

124 TRIAL EXAMINER: Well, I will tell you, it seems to me that if I let those cards be produced, we might be going down a long road and a long tangent by way of cross examining about these cards, and whether people signed them.

MR. PROWELL: I told him we would even accept a blank card, Mr. Examiner. We didn't insist on the cards with the signatures.

TRIAL EXAMINER: Is there any objection to letting Mr. Prowell see one of the blank cards?

MR. McHUGH: Other than relevancy, no. I think I have one, and I will see, but the very fact that we don't know if we have one is indicative of the irrelevancy that we attach to it. I will try to find one. I assume that you are asking for the I.T.U. card, and not these blank designations.

MR. PROWELL: First, we will stop at the I.T.U. card.

MR. McHUGH: I will attempt to find one of those. If you are asking for the blank designations, I will tell you right now that I don't have one.

TRIAL EXAMINER: We will take a very short recess.

(Whereupon, a short recess was taken.)

TRIAL EXAMINER: Back on the record. The hearing will resume.

125 MR. McHUGH: When I offered this, or when I submitted it, I am submitting it without agreeing to the relevancy, and I strongly object to any evidence with respect to the cards.

TRIAL EXAMINER: Yes, let the record show that General Counsel has handed over to the respondent one of these so-called I.T.U. cards, a blank one, I think. Now, we will see if any questions about it are relevant.

(The document above-referred to was marked "Company's Exhibit No. 2," for identification.)

Q. (By Mr. Prowell) Mr. McFee, I will show you what I have marked for the purpose of identification as Respondent's Exhibit 2, and ask you to state whether or not that is the type card you said you had employees of Dixie Color Corporation to sign? A. That is correct.

MR. PROWELL: All right, Mr. Examiner, we offer Respondent's Exhibit 2, and request permission to, if it is admitted, to withdraw it and have copies made.

MR. McHUGH: I would like to know the purpose for which it is offered.

MR. PROWELL: It is offered, Mr. Examiner, to explain the testimony of the witness with respect to his testimony on Direct Examination at the moment, and we expect later to connect it up for the purpose of impeachment.

126 MR. McHUGH: It doesn't explain anything, Mr. Examiner, and I object to it as being completely irrelevant to the question at hand, that being whether or not the Union proved a majority by the petition they presented to the employer. The employer has never seen this card before this

occasion right here today, and he is attempting to obtain evidence which to use for cross examination purposes, of these witnesses, and I submit it is not proper, and that should not be received, or if received, absolutely no weight should be attached to them.

TRIAL EXAMINER: I will reject the offer at the moment. If you want to offer it again, you may.

MR. PROWELL: All right, I assume it will be placed in the rejected exhibit file, and can we reserve a right to withdraw it, and make copies, and substitute copies?

TRIAL EXAMINER: We will arrange for all of that later. You may have it in the rejected exhibit file, if you wish.

(The document above-referred to, heretofore marked "Company's Exhibit No. 2," was rejected.)

Q. (By Mr. Prowell) Now, Mr. McFee, you testified that you submitted the first petition to Mr. Clinton? A. That is correct.

127 Q. About the time that that petition was submitted, or shortly thereafter, did you receive some revocations from your Union among these people? A. What do you mean by "our people"?

Q. I say from these people; from the people whose names were contained on the petition? A. I have received no correspondence from any employee asking that his name be withdrawn, or that he had revoked any representation by the Typographical Union.

Q. Your organization received them, did they not? A. Mr. Prowell, I have made a check shortly after the petition was submitted to Mr. Clinton, and no such revocations had been received.

Q. Even up to this date, you still say that? A. I could not tell you as of this date, no sir.

Q. Don't you know, as a matter of fact, that two or more of the employees were given letters of suspension and advised that they had been fined $75,000.00 because they withdrew from the Union? A. No sir, not to my knowledge.

Q. I mean $7500.00, I beg your pardon, $7500.00. A. Not to my knowledge.

Q. You have no knowledge or no information about that? A. The only knowledge that I have is that this move was contemplated. I have no knowledge that it was actually consummated, no.

128 Q. You do have knowledge that some of these people whose names are contained on that petition notified the local Union they had withdrawn their authority from the Union to represent them, don't you? A. I have no knowledge that the local Union has received any such request.

Q. You never got that information? A. No official request, to my knowledge, no.

Q. What do you mean by "official request"? Did they get any request? A. That, I do not know, Mr. Prowell.

Q. You never heard about it? A. I cannot testify to hearsay, I don't think.

Q. You can if we ask for it. I just want to know if you heard of it?

MR. McHUGH: I didn't know Mr. Prowell was the Trial Examiner. I think the Trial Examiner rules on the evidence.

MR. PROWELL: It is not a matter of me ruling on the evidence, it is a matter of me asking a question. I specifically asked him if he is aware of the fact that directly or indirectly these people withdrew their designation from his Union?

TRIAL EXAMINER: Can you answer that any more than you have?

129 THE WITNESS: No sir, I cannot. I heard some reference made to it. I could not tell you who said it, when it was said, but certainly I can say where. It was here in Sylacauga, but for any contract with any of the proper people within the Union here in Sylacauga, I have no knowledge of that.

Q. [By Mr. Prowell] Let me ask you a few other questions along that line. You are the Representative of the International Union, are you not? A. That is correct.

Q. And these petitions that you drew up designated the International Union as the representative of these people? A. That is correct.

Q. Is that your understanding? Is that your contention? A. Yes sir.

Q. Now, you said something would be presented or handled here in Sylacauga. Is it true that Mr. Gaston and Mr. Hickey are the local representatives of the handling of these matters here in Sylacauga? A. I would say that they were the Chapel officers here, Mr. Prowell, but, as you have said, I am the Representative of the International Typographical Union, who does represent these people. I have received no official, unofficial, or any other form, a revocation of representation by any individual who
130 the Typographical Union represented as of October 23, 19 -- I mean, November 23, 1965, nor any time prior to it, or since that time.

Q. But, I understand you did say now that -- Mr. Gaston and Mr. Hickey, then, are handling the matters here in town while you are away, is that your testimony? A. Mr. Gaston is the Chapel Chairman, and in International Chapel, under our constitution and by-laws, which would be comparable to President of the Local Union.

Q. You said Mr. Hickey was what? A. I didn't say.

Q. You said he was an officer. I say, what office does he hold? A. Secretary.

Q. And that is -- what is Mr. Hickey's first name? A. George Hickey.

Q. George Hickey. All right, now, sir, is it not true that your International by-laws, 1964, Article 6, under General Laws, on Page 31, Section 1, provides that the International will not be a party to a contract -- in other words, it will not be the representative, but the local chapel will be the representative, and will sign the contract?

MR. ADAIR: I object, neither relevant or material.

131 TRIAL EXAMINER: That is the same issue as before, and I will, also, sustain the objection.

MR. PROWELL: I would like to make an offer of proof that if the witness were permitted to answer he would answer in the affirmative that that is true.

TRIAL EXAMINER: I will reject the offer of proof.

Q. (By Mr. Prowell) All right, sir. Now, when you went to see

Mr. Clinton and presented the first petition, were these employees of Dixie Color Printing, at that time, applicants for membership in your Union, or had they become members in your Union at that time?

MR. McHUGH: I object, Mr. Examiner. It is irrelevant.

MR. PROWELL: I submit he gave direct testimony on this point.

TRIAL EXAMINER: Mr. Reporter, would you read the question, please.

(Whereupon, the pending question was read by the reporter.)

TRIAL EXAMINER: The petition is in evidence.

MR. PROWELL: We are not talking about the petition; we are talking about the testimony that he gave with respect to what he told Mr. Clinton.

TRIAL EXAMINER: Which was what?

132 MR. PROWELL: I don't want to reveal -- I am put in the position every time of having to reveal and give away my whole line of questioning.

TRIAL EXAMINER: Well, I will permit you a question or two on this. If I think we are going down a long road, I will stop you.

Q. [By Mr. Prowell] All right. Were they applicants for membership, or had they been admitted to full membership at that time? A. Mr. Prowell, I personally obligated these people, and, on my recommendation, they were members of the Union at that time, and I so testified.

Q. All right, does not your constitution provide that applicant for membership cannot be received until 26 days after they make application?

MR. McHUGH: Objection.

Q. [By Mr. Prowell] Referring to Page 64 of your constitution and by-laws.

MR. McHUGH: Objection, Mr. Examiner, beyond the scope of Direct Examination, and it is irrelevant.

TRIAL EXAMINER: Let me ask the witness this: When you say you personally obligated the people -- that is the trouble with letting any of this testimony in, you see. It --

MR. McHUGH: I will renew my Motion to Strike, the first question on this portion, and if you so desire to exclude it all --

133 TRIAL EXAMINER: When you say you personally obligated members, what does that mean -- obligated employees, what does that mean?

THE WITNESS: Every member coming into the Typographical Union takes a written application, or rather it is a part of our laws, and it is --

MR. PROWELL: Speak out. We can't hear you.

THE WITNESS: I said that every member coming into the Typographical Union did take an obligation which is printed in our constitution and by-laws. He takes it orally.

TRIAL EXAMINER: Does that make him a member?

THE WITNESS: Yes sir.

TRIAL EXAMINER: Well, I will permit your question, Mr. Prowell, but there was something about does the constitution require a waiting period of 36 days.

MR. PROWELL: 26 days.

TRIAL EXAMINER: 26 days.

MR. PROWELL: You can refer to your own constitution that you have in your pocket.

TRIAL EXAMINER: Can you answer that?

MR. PROWELL: Page 64.

THE WITNESS: Page 64?

MR. McHUGH: Mr. Examiner, while he is doing that, the witness made a reference to November 23, 1965, a portion back in his testimony,
134 and since that date hasn't come around the corner yet, obviously he is referring to some other year. We want the record to be clear.

MR. PROWELL: November 23, 1965 hasn't gotten here yet, Mr. McHugh.

MR. McHUGH: Well, I will stipulate that, Mr. Prowell.

MR. PROWELL: If he said 1965, we were talking about 1964.

MR. McHUGH: He said '65, and I merely want the record to be clear. It had to be some year other than '65.

TRIAL EXAMINER: If you said November, '65, were you referring to '64?

THE WITNESS: Yes.

TRIAL EXAMINER: Are you ready to answer the question now?

THE WITNESS: I will have to answer it this way, Mr. Trial Examiner: That Mr. Prowell is referring to one, and only one section of the by-laws of the I.T.U., constitution and by-laws, and as a result, there are other sections in here that deal with membership in the Typographical Union as to the wager of certain provisions contained in one section, which this section makes one reference to it only in connection with a
135 strike, and this is a provision of amnesty.

Q. [By Mr. Prowell] Now, will you answer the question with respect to that particular article? A. I submit that I am answering your question, Mr. Prowell.

Q. I submit that you aren't, that you are arguing with me. A. Counsel for the I.T.U. interprets the constitution and by-laws of the I.T.U., and they are required to do so by our laws.

Now, in the case of organizational endeavor, amnesty is, in effect, with a representative. We have the power to use it. This is a waiver of our requirements of membership with the exception of the payment of the $3.75 fee for the purchase of a book on Unionism, which every union member takes coming into the I.T.U.

In the case of employees at Dixie Color Printing Corp., this provision of our law was used, and, therefore, there was not requirement for the publishing of the people's names and holding up obligation of them for a period of 26 days, or any other provision which provides for initiation fees and such.

So, under the amnesty provision of the I.T.U. laws, contained in this same book which Mr. Prowell has made reference to, this is perfect-
136 ly legal, and it is within the scope of the Executive Counsel of the I.T.U. to permit this under its interpretation.

Q. Now, will you answer the question.

TRIAL EXAMINER: I will rule he has answered it.

MR. PROWELL: I submit he hasn't answered whether or not this particular section says that they must wait 26 days before an applicant can be received into membership.

TRIAL EXAMINER: It does say that, doesn't it, that particular section?

THE WITNESS: Mr. Prowell doesn't go far enough, is what I testified to.

TRIAL EXAMINER: Yes, but you admit that the section does say that?

THE WITNESS: Well, not even in this section, as I say. Even here, Mr. Prowell does not go far enough, because the requirement of publication in the Typographical Journal shall not be operative during progress of a strike, or during the life of amnesty, declared in accordance of this Union, and the 26 day provision appears before that.

Q. [By Mr. Prowell] Read it, since you have read all the rest of it.

MR. McHUGH: Now, Mr. Examiner, wait a minute. We are cluttering up the record.

137 TRIAL EXAMINER: I want to bring this to a close.

MR. PROWELL: Well, I would be through if he would just answer the questions. We would have been through an hour ago.

TRIAL EXAMINER: All right, go ahead and read for Mr. Prowell that section he is referring to.

THE WITNESS: That sentence which precedes the sentence --

TRIAL EXAMINER: That you just read.

THE WITNESS: The Typographical Journal -- just a second.

The names of all applicants for admission who have been known, or are suspended, of having worked under the jurisdiction of a particular union, or about whose antecedent there is the least doubt, shall be published in the Typographical Journal, and no such applicant shall be received into membership until 26 days after the date of such publication; and them comes the sentence that I read.

Q. [By Mr. Prowell] Now --

MR. McHUGH: Excuse me, sir. I have a standing objection to this.

I think the witness' very answer demonstrates the ambiguity of the word "membership," a degree of membership which is not even involved here. We are concerned here with a designation, not an actual membership accompanied by a ritual and other duties. I move that all this testimony

138 regarding the question of membership be stricken as being irrelevant, and absolutely of no value to the hearing officer.

TRIAL EXAMINER: I will permit it to stand. I will deny the motion to strike.

Q. (By Mr. Prowell) Now, Mr. McFee, you said that you had some discussion with Mr. Clinton concerning whether or not your Union represented any employees in any other company, I guess in the South, possibly, or anywhere. Is that true? A. He did ask that question, yes sir.

Q. And, normally -- Strike that.

Your jurisdiction has generally been confined to representing people who do -- who run linotypes, isn't that true?

MR. McHUGH: Objection.

TRIAL EXAMINER: Sustain.

MR. PROWELL: Mr. Examiner, we want -- we submit that this is a preliminary question leading up to the discussion that he and Mr. Clinton had, and I submit to you that the question Mr. Clinton asked him is only revealing if you have the background which we are developing here.

MR. McHUGH: Let him put his background in through his own witnesses.

139 MR. PROWELL: This man testified about this, and I submit we have a right to go into it.

TRIAL EXAMINER: I don't think that the issue before me requires an explanation of the -- all the meaning behind the discussion between the witness and Mr. Clinton.

MR. PROWELL: They do, to this extent: If this is one of the reasons why Mr. Clinton refused to recognize this Union, and that is exactly what we are contending. This very point that we are raising is one of the reasons why Mr. Clinton declined to recognize this Union.

TRIAL EXAMINER: Did Mr. Clinton say so in his letter of refusal?

MR. PROWELL: Yes sir, on the question of the unit.

TRIAL EXAMINER: Can you show me that?

MR. PROWELL: Yes sir. The letter says that the unit is at issue. The answer to the complaint says that the unit is an issue. That is what we are talking about now, the unit.

TRIAL EXAMINER: The unit is in issue. It is in issue as to the inclusion or exclusion of the supervisors, those four men.

MR. PROWELL: That's right.

TRIAL EXAMINER: Head pressmen.

140 MR. PROWELL: There are a whole lot of them, there are a whole raft of them. You have got other supervisors, the head pressmen. They raise the question of part-time people, and we are talking about now a jurisdictional situation between two unions. That is what we are leading up to.

MR. ADAIR: Is it the Company's position that jurisdiction between unions is one of the basis for refusing to bargain here?

MR. PROWELL: It is our position that the fact that the Company wanted an official certification from the Board to avoid a jurisdictional dispute at a subsequent time is one of the issues, yes sir.

MR. ADAIR: I don't believe that basis has been stated as such, concerning jurisdiction of the Company up until this point.

MR. PROWELL: Nobody asked us to state it up to this point.

MR. McHUGH: The respondent takes the position, Mr. Examiner, that another union was attempting to organize these employees at the same time?

MR. PROWELL: Oh, come Mr. McHugh, this is beside the point.

MR. McHUGH: That is my position, Mr. Examiner, the entire line of questioning is beside the point, and I move that you strike it.

141 TRIAL EXAMINER: Can you tell me just what this particular question was?

MR. PROWELL: My particular question was, Whether or not normally in the ordinary circumstances his Union, their principal representation was among people who were engaged in operating linotypes as opposed to pressmen.

MR. McHUGH: Objection.

TRIAL EXAMINER: Sustain the objection.

MR. PROWELL: All right, I will make an offer of proof.

TRIAL EXAMINER: I will permit any testimony among the -- any discussion on the point that the witness had with Mr. Clinton.

MR. PROWELL: All right, we make an offer of proof that if the witness were permitted to answer that he would answer that his Union traditionally and customarily represents employees who operate linotypes, and in the typographical type of work as opposed to the pressroom.

Q. [By Mr. Prowell] Now, you did have a discussion --

TRIAL EXAMINER: I will reject the offer of proof.

Q. (By Mr. Prowell) All right, you did have a discussion with Mr. Clinton in which you told him that the only place in the South where you represented employees in the pressrooms was in a small legal newspaper at the Fulton County Courthouse in Atlanta, isn't that true?

142 MR. McHUGH: Objection. I submit that those facts are not in evidence.

MR. PROWELL: I am asking him what he told him.

TRIAL EXAMINER: I will overrule. Objection overruled.

THE WITNESS: Will you repeat the question, please?

MR. PROWELL: Read it back to him.

(Whereupon, the pending question was read by the reporter.)

THE WITNESS: No, that is not true.

Q. [By Mr. Prowell] Well, what did you tell him with respect to the fact that where you had a pressroom that was covered by a contract with your Union in the South? A. I don't believe the matter of contract was in issue, Mr. Prowell.

Q. I am not asking you what was in issue, I am asking you what you told him. A. -- as to representation. I did tell Mr. Clinton, in response to his question of where we represented people, with a couple of examples, one of which was the Fulton Dailey Report, of which I testified that he questioned that, and went to the Editor and Publisher.

At that same time, I also told Mr. Clinton that we represented pressmen in Roanoke Rapids, North Carolina. I also told Mr. Clinton that we represented pressmen in Petersburg, Virginia, that there were

143 any number of other places where we represent pressmen, in fact, the whole production department, but we do not keep a record on each and every one of those places, that those that I am familiar with --

Q. What brought -- A. I also told him that we represented pressmen in Haverhill, Massachusetts.

Q. Mr. Clinton brought this up because he told you that as far as he knew that your organization did not represent pressmen at all, isn't that true? A. I believe I told Mr. Clinton --

Q. No, I am asking what Mr. Clinton told you; I am not asking you what you told Mr. Clinton. A. Mr. Clinton said that he wasn't aware of that.

Q. He said he wasn't aware of the fact that you represented pressmen anywhere in the country, is that right? A. That's right.

Q. All right, sir. He also told you, did he not, that as far as he knew your jurisdiction didn't permit you to represent pressmen, didn't he; or words to that effect? A. Not to my knowledge, no.

Q. He didn't say that in substance? A. No sir.

144 Q. So far as you can remember now? A. So far as I can remember, he did not.

Q. All right, sir. It is true, is it not, that your jurisdiction is limited by the A.F.L.-C.I.O. to the typographical employees?

MR. ADAIR: Objection.

MR. McHUGH: The limits of this Union's jurisdiction are not an issue.

TRIAL EXAMINER: Sustained.

MR. PROWELL: I make an offer of proof that if the witness were permitted to answer that he would answer in the affirmative.

TRIAL EXAMINER: Offer rejected.

Q. (By Mr. Prowell) It is also true, is it not, Mr. McFee, that the I.T.U. is a party to the A.F.L.-C.I.O. No Rating Agreement?

MR. McHUGH: Objection.

TRIAL EXAMINER: Sustain.

MR. PROWELL: I make an offer of proof that if the witness were permitted to answer, he would answer in the affirmative.

TRIAL EXAMINER: The offer is rejected.

MR. McHUGH: The No Rating Agreement assumes the existence of a contract, which is not --

145 MR. PROWELL: Wait a minute. Now, if you are going to testify, Mr. McHugh, I want to have you sworn. I object to Mr. McHugh making a statement on the record, unless he is going to testify as a witness.

MR. McHUGH: I make that in the form of an objection to support the charging party's objection in this case that the question of No Rating Agreement assumes the existence of a contract, which is not involved here.

TRIAL EXAMINER: I have rejected the proffer.

MR. PROWELL: All right, sir.

Q. (By Mr. Prowell) You do know, do you not, Mr. McFee, that the I.T.U. and the pressmen's union have had a running feud going on for a period of --

MR. McHUGH: I object to the question.

MR. PROWELL: Will you let me finish the question?

MR. McHUGH: No, I object right now.

MR. PROWELL: Now, wait just a minute.

TRIAL EXAMINER: Phrase your question.

Q. (By Mr. Prowell) You do know, do you not, Mr. McFee, that it is common knowledge that your Union, the I.T.U., and the pressmen's union have had a running feud going on for a number of months, or years, as to who was entitled to represent the pressmen in particular organizations in the Southeast.

MR. ADAIR: Objection.

MR. McHUGH: Objection, and move to strike.

146 TRIAL EXAMINER: Sustain.

MR. PROWELL: I make an offer of proof that if the witness were permitted to answer, he would answer in the affirmative, that he knows that is true.

TRIAL EXAMINER: Offer rejected.

Q. (By Mr. Prowell) Mr. McFee, were you present in Mr. Goldthwaite's office, or were there with Goldthwaite on December 4, 1964, when he called me on the telephone?

MR. ADAIR: Objection.

TRIAL EXAMINER: How could this pertain to any issues before me?

MR. PROWELL: This relates directly to the settling of the question concerning representation, and if this witness appointed someone else as his agent for the purpose of conferring with a Representative of the Company concerning this matter, we certainly think it ought to be developed; particularly so, if he were present during the conversation.

TRIAL EXAMINER: Concerning the question of representation, you say?

MR. PROWELL: Yes sir.

TRIAL EXAMINER: Is there any issue of representation on this case before me?

MR. PROWELL: That is the issue here, as to whether or not the Union represents the people. The settlement of that issue --

147 TRIAL EXAMINER: The issue here is whether the Company committed unfair labor practices.

MR. PROWELL: That is true, but by refusing to grant the Union's request for recognition. They have put on proof as to what this Gentleman said that he offered to do under certain circumstances with respect to a settlement of that issue, and I think that we ought, certainly, to have a right to develop the remaining portion of it. He testified to part of it. We certainly have a right to develop the rest of it.

MR. McHUGH: If Mr. Prowell has testimony concerning communication with this Union's Attorney, then he should put it on on Direct Examination. This was not brought out on Direct Examination of this witness. It, in no way, can test the credibility of this witness, because this witness was not even part of the conversation. I submit it is improper, and should be excluded.

MR. PROWELL: You are getting the cart before the horse. I am asking this witness if he designated someone else to act for him at a particular time. That is the pending question.

TRIAL EXAMINER: Sustain the objection, too remote.

MR. PROWELL: I make an offer of proof that if the witness were permitted to answer that he would answer in the affirmative that he did
148 designate Mr. Adair to communicate with me on the telephone on December 4 -- I mean, Mr. Goldthwaite, of Adair and Goldthwaite, concerning the disposition of the question concerning representation in this matter, and I will drop it at that point.

Q. (By Mr. Prowell) Then, I will ask the next question: Did you authorize Mr. Goldthwaite --

TRIAL EXAMINER: I will reject this offer of proof at the moment.

Q. [By Mr. Prowell] Did you authorize Mr. Goldthwaite to tell me that your organization would agree to have an election conducted by a Priest or a Minister, but that you would not use the processes of the Labor Board?

MR. ADAIR: Objection. This goes to privileged communication, plus the fact that it is too remote.

MR. McHUGH: Plus the fact that it is beyond direct examination.

TRIAL EXAMINER: Objection sustained. I assume that you will make an offer of proof, and I will reject that offer.

MR. PROWELL: You mean offer of proof that the witness would answer in the affirmative?

TRIAL EXAMINER: That is correct, and I will reject the offer.

149 Q. (By Mr. Prowell) All right, now, would you look at General Counsel's Exhibit 7 -- I beg your pardon, that is not the right one. Let me see 4, please, sir.

Let me ask you, referring to General Counsel's Exhibit 4, that letter was mailed to your home in Cary, North Carolina? A. It is addressed to my home, yes sir.

Q. Well, was it received there? A. Eventually, yes sir.

Q. Do you know when? A. I would imagine --

Q. I don't want you to imagine, Mr. McFee; I want to know if you know when it was received? A. I don't meet the postman, no sir.

Q. You are -- travel, do you not? A. I do.

Q. You are constantly on the road, is that true? A. I am.

Q. So, you don't have any way of knowing when this letter arrived, is that true? A. I call my wife several times a week.

Q. And, by that, you mean that if some letter had come for you, she might tell you about it? A. She would tell me about it.

150 Q. All right, sir, and that is as close as you can come as to when that letter might have been received at your residence? A. No sir. I know that that letter was not there on the 2nd or the 3rd.

Q. Of December? A. That is correct.

Q. That is as far as you can go in your testimony, is that right? A. That is correct, sir.

Q. All right, sir, let's look at this one, General Counsel's Exhibit 7. Would your testimony be the same with respect to it, that you were not there when it arrived, and you don't know when it did arrive? A. I know that it hadn't arrived by the late afternoon of December 15.

Q. December 15? A. That is correct.

Q. All right, sir, how big is Cary, North Carolina? A. Well, I don't think that anybody really knows right at this point.

Q. Well, give me your best estimate of it. A. It is a suburb of Raleigh, North Carolina.

Q. How far out of Raleight is it? A. About eight miles.

Q. How long does it normally take the mail to go from Sylacauga --

151 MR. McHUGH: I object. How is this witness competent to testify to the mails?

MR. PROWELL: Can I finish my question, Mr. McHugh?

TRIAL EXAMINER: Let him finish the question.

Q. (By Mr. Prowell) Normally, how long does it take for mail to go from Sylacauga to your residence?

MR. McHUGH: I object, Mr. Examiner.

TRIAL EXAMINER: I will permit that question. Objection overruled.

Q. (By Mr. Prowell) Three or four days sometimes two? A. Oh, I really don't have any idea, but I certainly should think it would not take that long.

Q. You don't have any idea? A. I know that there is good mail routes in there, either by train, or by air.

Q. That didn't answer my question. Did you say a few moments ago that you don't have any idea? Didn't you testify to that? A. I don't have any idea, Mr. Prowell.

Q. All right, thank you. Did you testify that that first petition that you submitted to Mr. Clinton was sent to you through the mail? A. Would you repeat that, please?

152 Q. I said, did you testify that the first petition that you submitted to Mr. Clinton was received by you through the mail? A. I did.

Q. And where did it come to? What address? A. 516 South Harrison Avenue, Cary, North Carolina.

Q. And you don't know when you got it, is that true, when it came? A. Yes sir, I do know when it came.

Q. Were you at home when it arrived? A. I was.

Q. When did it get there? A. It was on Saturday.

Q. How long after that was it before you came down here and did -- came back to Sylacauga? A. That was a Saturday right around the first of November, and I came back here on November 15 of 1964.

Q. When you got back down here, you found that Mr. Clinton had gone to Florida? A. That is what I was informed, yes sir.

Q. You said that you met -- you, and Mr. Jackson, and Mr. Gaston met with Mr. Clinton on the 23rd of November, is that true? A. 1964, yes sir.

153 Q. And that -- it is true, is it not, that in the discussion that you had with Mr. Clinton that he raised the fact with you that your Union represented typographers, or typographical people, and not pressmen; isn't that true? A. Not in that vein, no sir.

Q. I didn't ask you in that vein; I said, Didn't he raise that subject with you? A. I think I have already testified, Mr. Prowell, that Mr. Clinton did question whether we represented pressmen, or not. I informed him that we did.

Q. Didn't he also tell you -- inquire whether or not you could give a pressman a card which would entitle that pressman to fill a typographical job in a newspaper in Birmingham, or somewhere else? A. He asked if it were possible to issue him a Traveler that would permit him to go to work in Birmingham, or somewhere else.

Q. As a typographical employee, right? A. I think he did mention that.

Q. And you told him that they could not get a job as a typographical employee, right? A. No sir, I did not tell him.

Q. Unless they were qualified? A. I told Mr. Clinton that the individual, it didn't make any difference whether he was -- what classification
154 he was, that if he was competent to do the job, that he could go to work there.

Q. And the implication was that Mr. --

MR. McHUGH: I object to the implication.

MR. PROWELL: Wait a minute and let me get through, please.

TRIAL EXAMINER: Let him phrase the question.

Q. (By Mr. Prowell) The implication by your conversation with Mr. Clinton was that his people were not qualified, and they could not get a job in Birmingham in a typographical shop, isn't that true?

MR. McHUGH: I renew the objection as to what the implications were. We are testifying to facts, not implications.

MR. PROWELL: I submit to you, Mr. Examiner, here is a conversation between two people who are technically qualified to enter a conversation in technical language, and certainly for the benefit of the Examiner and the record, we ought to have some explanation of what these two people were driving at, what it was about.

MR. McHUGH: Excuse me. The inferences are for you to draw, not for Mr. McFee to draw.

TRIAL EXAMINER: I will overrule. Answer the question. Can you answer it?

THE WITNESS: Repeat the question.

155 Q. [By Mr. Prowell] I say, in the discussion that you had with Mr. Clinton, Mr. Clinton was asking you if it wasn't a fact that if you represented his employees that the mere fact that they had one of your cards would not permit them to go to work in a typographical shop as a journeyman in Birmingham, or somewhere else? A. I told Mr. Clinton that I had no knowledge of all of the shops --

Q. But, he asked you that question is what I am saying, Mr. McFee. Let's stick to the subject, now. I say, he asked you that question, in substance, didn't he? A. I believe it is more accurately stated, Mr. Prowell, that Mr. Clinton asked me if one of his employees could go to Birmingham, or anywhere else, and get a job where the Typographical Union represented the people.

Q. On the basis of the fact that they were members of your Union, right? A. That is correct.

Q. And you told him that, in substance, they could not do so unless they were qualified, or you told him in the reverse that they could if they were qualified? A. I told him they could go anywhere they wanted to, they were just as much a member of the Typographical Union as anyone else, and if they were competent to do the work then there would be no question of them going to work.

156 Q. Then, your answer to my question is, They could not get a job, isn't that true? Isn't that what you implied, told him in substance?

MR. ADAIR: I object, Mr. Examiner. He has testified three different times what he stated, which is a fact, an objective fact, and Mr. Prowell keeps trying to get him to say that he really meant the implications of so and so, and I object to this as improper.

MR. PROWELL: We are not talking about words, Mr. Examiner.

MR. ADAIR: We are talking about words.

MR. PROWELL: We are talking, Mr. Examiner, about ideas that are conveyed. Words are only a vehicle for conveying ideas. We are concerned here with --

TRIAL EXAMINER: You are asking -- What is your present question?

MR. PROWELL: My present question is whether or not he did not tell Mr. Clinton, in effect, that his employees, the employees of Dixie Color, could not go into a typographical shop and get a job as a journeyman based on their membership.

MR. ADAIR: I object, Mr. Examiner. He has testified and answered the question three times as to what he told Mr. Clinton, and what Mr. Clinton asked him. That is as good as you can get. That is exactly what
157 was said. The inference has to be drawn from that, if there is any inference to be drawn, but he has testified to what was said.

TRIAL EXAMINER: Did you say that you did, or did not, give that idea to Mr. Clinton?

THE WITNESS: There was no intent, and certainly it wasn't my purpose to convey any such thing as that to Mr. Clinton, and I think Mr. Clinton well knows that.

MR. PROWELL: I submit to you that he is evading the answer.

TRIAL EXAMINER: I will rule that that question has been answered. Give him another question.

MR. McHUGH: I would like to state this right now: If we allow any testimony into the matter of understanding or implication, then the question is going to be raised with respect to the cards, and certainly the Trial Examiner is aware of the Board's position with respect to the Union cards on the question of understanding and subjective motivation, and I think this is applicable here, too, and it should not be permitted.

TRIAL EXAMINER: All right, next question.

Q. (By Mr. Prowell) In your conversation that you had with Mr. Clinton, did you tell Mr. Clinton that it was the policy of your Union not to agree to an election by the Labor Board? A. I did not.

158 Q. That is the policy of your Union, is it not?

MR. ADAIR: I object. It is immaterial and irrelevant.

TRIAL EXAMINER: I will sustain the objection.

MR. PROWELL: I will make an offer of proof that if the witness were permitted to answer, he would state it is the policy of his Union, and it is expressed in the constitution and by-laws of his Union that that is the policy.

TRIAL EXAMINER: I will reject the offer.

Q. (By Mr. Prowell) All right, you say that you told Mr. Clinton when you first discussed the matter that you would agree to an election by a minister or a civic official, and he told you that he would have no part of it? A. I told Mr. Clinton that the Union would agree to a secret ballot election conducted by a minister or some public official, or he, himself, or anyone else of his choosing, as long as the Union would be allowed an observer, and that the Company would abide by the results that if a majority voted for the Union that he would recognize and bargain with the Union.

159 Q. And that -- Mr. Clinton told you that he would have no part of it, is that correct? A. That is correct.

Q. Was that the entire conversation that you had with Mr. Clinton, at that time, concerning that election, the business of settling that question? A. No sir.

Q. All right, sir, did you also offer then, in addition, to let the people all get together in a group somewhere, and those who wanted to be represented by the Union get on one side of the room, and those who wanted not to be represented by the Union get on the other side of the room? A. I think that I testified --

Q. I am not asking what you testified to, I am asking you whether or not this happened? A. The only thing I can do is answer your question to what I testified to, which is the answer to your question.

Q. If you will just answer the question, you and I will get along a whole lot better, Mr. McFee.

MR. ADAIR: I object to that. I think he is badgering the witness.

MR. PROWELL: I am simply asking whether or not when he was
talking to Mr. Clinton if he made an offer to have all the employees get
together in a group, and those who wanted to be represented by the Union
160 to get on one side of the room, and those who did not want the Union
to represent them to get on the other side. He can answer that one yes
or no.

THE WITNESS: I did not tell Mr. Clinton that in those words.

Q. [By Mr. Prowell] Did you tell him that in substance? A. It wasn't somewhere, Mr. Prowell, it was in the production department, and it would be Mr. Clinton and myself, as well as the two members with me to go back and take a head count of those in favor of the Union step on one side over here, and those who did not want to be represented by the Union to step over here.

Q. Now, you did make that offer to Mr. Clinton, right? A. Yes sir.

Q. And you conditioned that offer, did you not? A. Providing that if a majority desired to be represented by the Union, then he would recognize the Union and bargain.

Q. And that was provided he would recognize the Union in the appropriate unit, or the group which you had set up in your petition, and in your letter to the Company, is that true? A. The unit was set forth in the letter and in the petition, and this was the unit that the Union had reference to when it made this offer.

161 Q. And that unit included the four head pressmen, right?

MR. ADAIR: Objection.

TRIAL EXAMINER: Well, I will permit it.

Q. (By Mr. Prowell) It included the four head pressmen, right? A. It included all production employees, which the four head pressmen, in the opinion of the Union --

Q. I want to know whether or not you intended, when you conveyed this offer to Mr. Clinton, that it included the four head pressmen. You can answer that one yes or no. A. Mr. Prowell, on --

MR. PROWELL: Mr. Examiner, would you instruct the witness that he can answer that question yes or no?

TRIAL EXAMINER: Is there any problem about that question?

THE WITNESS: Well, as I recall, I wasn't permitted to answer along those lines before, Mr. Examiner. I think now I should qualify as to why the answer would be as it is. To give Mr. Prowell a full answer, I think I would have to go back to the meeting of October 25th.

TRIAL EXAMINER: All right, I will permit it. Go ahead.

MR. PROWELL: Do I understand you are overruling my request for the witness' answer?

162 TRIAL EXAMINER: No, but instead of demanding a yes or no answer, I am letting the witness answer in his own way.

THE WITNESS: At the meeting of October 25, at which three of the head pressmen were present, I talked with them at the time as to what their duties were, where they worked --

MR. PROWELL: Wait a minute. Mr. Examiner, I want to object to this. He is going -- talking about a meeting subsequent to this thing that he had with Mr. Clinton. He is completely off on a different subject. I submit to you that if he is going to answer, he shouldn't be -- give a complete history of everything he has got on his mind. I only want the one thing, when he talked to Mr. Clinton, and when he made this proposal, what did that offer incorporate. That is all of the questions that I want answered.

MR. McHUGH: It sounded like four questions to me, Mr. Examiner.

TRIAL EXAMINER: All right, go ahead and answer his question.

MR. McHUGH: Which meeting are you talking about?

MR. PROWELL: I am talking about the 23rd.

MR. McHUGH: Maybe if the questions were elicited a little bit more clearly, the witness can answer.

163 MR. PROWELL: Well, maybe I will ask them to suit myself, Mr. McHugh.

TRIAL EXAMINER: All right, we will get back to your original question.

Q. (By Mr. Prowell) My original question was, In the proposal that you made to Mr. Clinton, did that proposal include the four head pressmen in the unit? A. I think he used the wording in his previous question --

Q. Let's not argue about the previous question. Let's answer this question, Mr. McFee.

TRIAL EXAMINER: Did you convey that idea to Mr. Clinton that you would include the four head pressmen in the unit that you would wish to bargain for?

THE WITNESS: Based on the early determination of the unit by the Union, this we did intend to convey to Mr. Clinton, and I think that all four head pressmen's signatures were on the petition.

TRIAL EXAMINER: All right.

Q. [By Mr. Prowell] In that same proposal that you made to Mr. Clinton, did you intend, by that, to include Mr. Holmes, the electrician? You can answer that yes or no. A. We did.

Q. And did you also intend to exclude the man that you said, or that
164 has been identified here as a part-time employee? A. Based on an earlier determination, yes.

Q. Did you also intend to exclude the people who were in the maintenance department? A. I think I would have to have some qualification on that as to my understanding as to what a maintenance department is, Mr. Prowell.

Q. I don't mean -- I am not concerned with clarification, now, I only want to know in this proposal which you made to Mr. Clinton, what did you propose to him?

MR. ADAIR: I object to that, Mr. Trial Examiner. The proposal speaks for itself. You don't have to specify each individual as to whether this individual was considered in, or out. The proposal speaks for itself.

TRIAL EXAMINER: Are you talking about in the proposal, or what he said in the meeting?

MR. PROWELL: I am talking about what he said at the meeting.

MR. ADAIR: That isn't the way the question was phrased. It was, What was his intent, not what was said.

TRIAL EXAMINER: Well, I think it is better if you do hold it to what was said about this rather than what his intent was. Maybe I have permitted some questions as to intent, but let's have his discussions with Mr. Clinton.

165 MR. PROWELL: All right, I will get into the discussions in a minute, but first I have got to get to what the issues are.

MR. ADAIR: The documents speak for themselves.

MR. PROWELL: We are talking about the meeting now.

TRIAL EXAMINER: I think he actually handed over this petition later on in that meeting.

MR. PROWELL: He did later, yes sir.

Q. (By Mr. Prowell) All right, what about the maintenance people? Did you intend to exclude them?

MR. ADAIR: Objection.

MR. McHUGH: Mr. Examiner, we could go on for hours regarding Mr. McFee's intentions at that time. That is not in issue.

TRIAL EXAMINER: I want to know not what your intent was, but in regards to that previous question I want to know what discussion you had with Mr. Clinton, if any, as to including or excluding Mr. Hughes and Mr. Pullen, the part-time person, and any maintenance people?

THE WITNESS: No sir.

TRIAL EXAMINER: The question didn't arise at all?

THE WITNESS: No sir.

Q. (By Mr. Prowell) Mr. McFee, your proposal which you made to Mr. Clinton specified production employees in certain specific departments, didn't it?

166 MR. McHUGH: Objection. The document speaks for itself.

MR. PROWELL: I am cross examining on the basis of it.

MR. ADAIR: The document still speaks for itself.

TRIAL EXAMINER: I will sustain the objection. You want me to show him the document?

MR. PROWELL: I don't object to showing it to him.

TRIAL EXAMINER: All right, this is the first petition.

MR. PROWELL: It is, yes.

TRIAL EXAMINER: G.C.'s Exhibit 3.

Q. (By Mr. Prowell) Did you, or did you not, intend by that document --

MR. McHUGH: Objection, Mr. Examiner.

MR. PROWELL: Mr. McHugh, will you please let me finish asking the question before you interrupt?

MR. McHUGH: I am going to interrupt and object on any question of intent.

TRIAL EXAMINER: Let him finish his question and then object.

MR. McHUGH: Sir, he has already stated his question. It has got to elicit an improper answer.

TRIAL EXAMINER: Chances are I will sustain your objection, but let him finish his question.

167 Q. (By Mr. Prowell) Did you intend by that document to convey to the Company that you intended to and were excluding the maintenance employees?

MR. McHUGH: Now, I object to that.

TRIAL EXAMINER: Sustained.

MR. PROWELL: I would like to make an offer of proof that if the witness were permitted to answer, he would answer in the affirmative, that he did.

TRIAL EXAMINER: I will reject the offer of proof.

Q. (By Mr. Prowell) Now, in anything that you presented to the Company, to Mr. Clinton, either by the first petition, or the second petition, or the letter, in any of those, did you tell the company that you claimed to represent the maintenance employees?

MR. McHUGH: Objection.

TRIAL EXAMINER: You are objecting on the grounds the documents speak for themselves?

MR. McHUGH: Yes sir. In that connection, Mr. Examiner, we have a classification of the employees; we have the signatures of the employees on the petition, subject to confirmation --

MR. PROWELL: Now, wait a minute. I object to informing the witness, Mr. Examiner --

MR. McHUGH: If you want the witness to leave, that is all right. I would like to explain the basis of this objection.

168 TRIAL EXAMINER: The documents speak for themselves, Mr. Prowell. Just ask if there were any other written documents on this subject. That will cover your question, won't it?

MR. PROWELL: This is sort of really a preliminary question. I agree the documents speak for themselves, but -- I assume you are sustaining the objection to this question?

TRIAL EXAMINER: I don't want to cut you out of anything relevant.

MR. PROWELL: I mean, if you are, I want to make an offer of proof so that the record will be completely clear.

TRIAL EXAMINER: I don't think it is a fair question, unless I hand all the documents to the witness and let him read them all, and I don't want to take up the hearing time to do it.

MR. PROWELL: Well, all right. Then, I would like to make an offer of proof that if the witness were permitted to answer, he would answer that in none of these documents did the Union request to represent, or claim to represent, the maintenance employees.

TRIAL EXAMINER: Do you know the answer to that, Mr. Witness?

169 Do you know whether in any of the documents that you wrote the Company you requested, or you said that you would exclude the maintenance employees?

THE WITNESS: There were no documents sent to that effect.

TRIAL EXAMINER: All right, you have your answer.

Q. (By Mr. Prowell) All right, sir. There was no oral statement to that effect, either, was there? A. We never made --

Q. You never claimed to represent any of the maintenance people, did you?

MR. McHUGH: Objection.

MR. ADAIR: Objection. Again, the documents speak for themselves as to what he claimed, in conjunction with the petitions and the letter.

TRIAL EXAMINER: I will permit it if the witness knows. Do you know the answer?

THE WITNESS: We indicated and said in the documents all production employees.

Q. (By Mr. Prowell) That answers the question. Thank you, sir. A. This would not make any difference whether they were --

MR. PROWELL: I object to volunteering by the witness. He has answered the question.

TRIAL EXAMINER: All right.

170 Q. [By Mr. Prowell] I believe you testified that in your conversation with Mr. Clinton that after you made these various proposals to him about settling this question concerning representation, that he told you that he didn't have any authority to handle it, that he would have to get in touch with Buffalo. Is that what you testified to, or is that what he told you? A. Mr. Clinton told me that he didn't think that he wanted to take on that responsibility.

Q. And that he would have to get in touch with Buffalo? A. He said that he would get in touch with Buffalo.

Q. And he would advise you later, right? A. That is correct, yes.

Q. And he did advise you later, didn't he? A. What do you mean by "advise"?

Q. Did he give you the answer? A. The only answer he gave me was that he had been instructed to transmit the information supplied by the Union and a roster of the employees, along with the classifications.

Q. And later you got a letter from Mr. Clinton telling you what the Company's position was, didn't you? A. Yes sir.

171 Q. Now, you testified that Mr. Clinton told you that in the second meeting that you had with him on December 3rd, that this matter had been turned over to me, didn't you? Isn't that what Mr. Clinton told you? A. No.

Q. He told you it had been turned over to Constangy and Prowell, didn't he? A. You said the second meeting.

Q. Wasn't it in the second meeting? Was it in the first one? A. No sir, I had two meetings with --

Q. Which one was it in? A. It was in the third meeting.

Q. In the third meeting? A. Yes sir.

Q. And after he told you that, did you ever get in touch with me? Did you? A. No sir.

Q. As a matter of fact, you never had seen me until when, yesterday, or today? A. I wouldn't know. I have been in Atlanta a lot.

Q. Well, I mean to know who I was? A. No sir.

Q. It is your testimony now that you made no effort whatsoever to get in touch with me at anytime after Mr. Clinton told you that we represented the Company? Isn't that true? A. To this degree --

172 Q. Not to any degree, I just want to know did you, or didn't you?

MR. McHUGH: I object, Mr. Examiner. He has misstated his testimony.

TRIAL EXAMINER: He has already said that he didn't.

MR. PROWELL: I know he said he didn't, but I am asking now if he made any effort whatever to do it.

MR. ADAIR: You asked him if he did not testify to that, and that is why the witness didn't respond to the question.

MR. PROWELL: The record will not --

TRIAL EXAMINER: What is your question, now?

MR. PROWELL: My question is, Did he make any effort whatsoever to get in touch with me concerning this question which had arisen, and after Mr. Clinton told him that I represented the Company?

TRIAL EXAMINER: All right, I will permit that question.

THE WITNESS: No, I did not. You are the Company's attorney, and not ours.

Q. [By Mr. Prowell] All right, sir, thank you. This meeting that you had on the 27th, in Childersburg, did you testify that the head pressmen were present? A. Would you repeat that? 173

MR. PROWELL: Read it back, please.

(Whereupon, the pending question was read by the reporter.)

TRIAL EXAMINER: I think you mean October 25. You said October 27th.

MR. PROWELL: I beg your pardon. Strike that.

Q. (By Mr. Prowell) In the meeting on December 4th, in Childersburg, were the head pressmen present in that meeting? A. Three of the head pressmen were present.

Q. And they took part in the meeting? A. They did not.

Q. What do you mean by "they did not"? What did they do? A. They sat there and listened to the remarks that were made.

Q. And you did all the talking? A. Up to the point that a strike vote was taken, they did participate in it, and they did cast their ballot.

Q. I see. When were officers elected in the local chapel?

MR. McHUGH: Mr. Examiner, I object. It is immaterial, and beyond the scope of direct examination.

174 MR. PROWELL: Let me be heard before you rule. He has already testified that two people were officers of the Union. We have a question now with respect to the participation of supervisory employees, and we think that we ought to be able to establish in the record when this participation started, and that is the purpose for which the question is asked.

Since you have already indicated how you are going to rule on that one, I will ask a specific question.

Q. [By Mr. Prowell] When was the election held in which Mr. Hickey, which was one of the head pressmen, was elected Secretary and Treasurer?

TRIAL EXAMINER: I will permit that if he knows. Do you know?

THE WITNESS: This was the election of temporary officers on October 25th.

Q. [By Mr. Prowell] And he has continued in that capacity ever since, isn't that true? A. To my knowledge, yes sir.

Q. Now, did either one of the other two head pressmen, or three head pressmen, hold any office in the Union? A. Not to my knowledge, no.

TRIAL EXAMINER: We will take a short recess.

(Whereupon, a short recess was taken.)

TRIAL EXAMINER: The hearing will resume.

175 Q. [By Mr. Prowell] Mr. McFee, in this meeting that you held in Childersburg, I believe it was December 4. Is that when you testified it was? A. December 4, 1964, yes sir.

Q. Did you tell the people in attendance that you felt that the Union should not file a petition with the Labor Board because you thought it was not to their best interest? A. Among other things, yes sir.

Q. You felt that way from the beginning, did you not?

MR. ADAIR: Objection.

MR. McHUGH: Objection.

TRIAL EXAMINER: Sustain.

MR. PROWELL: I would like to make an offer of proof that if the witness were permitted to answer, he would answer in the affirmative.

Q. (By Mr. Prowell) At least that has been your position from the beginning --

TRIAL EXAMINER: Offer rejected.

Q. (By Mr. Prowell) That has been your position in this matter from back in October 25th, has it not?

MR. ADAIR: Objection.

TRIAL EXAMINER: Well, I think the only thing relevant is any position the Union took with the Company on the subject.

176 MR. PROWELL: Certainly, and this is the position which we contend they took. It is the position he said he conveyed to the people.

TRIAL EXAMINER: Well, your question was, Is this the position that the Union has always taken with the Company?

MR. PROWELL: That they have taken from October 25th?

TRIAL EXAMINER: To the Company?

MR. PROWELL: Correct, yes.

TRIAL EXAMINER: I will permit that. Overruled.

Q. [By Mr. Prowell] Is that the position that you have taken? A. This is not the position, Mr. Prowell. Quite to the contrary. We offered to pursue Board procedure with the Company.

Q. Are you positive about that, now? Didn't you testify previously to the contrary? A. Not on November 23rd, I did not. In the final stages, I made that expression, among other things, after the December 4th meeting.

TRIAL EXAMINER: What expression?

THE WITNESS: That it was not -- it was in the opinion of the Union not to the best interest of the people to file before -- formal procedures before the Board, but this was not the Union's position on October 25th.

177 Q. You did not tell Mr. Clinton that on October 25th -- 23rd? A. I did not.

Q. I mean November -- I am sorry, I said October, and I meant November, in the meeting held with Mr. Clinton in November? A. Quite to the contrary, Mr. Prowell. I offered, in behalf of the Union, to pursue --

Q. But, not before the Labor Board, isn't that true? A. No sir.

Q. Didn't you testify a few moments ago when I asked you on cross examination about what you said to Mr. Clinton in the meeting of October 23rd, or 25th, that you did not make any such proposals to Mr. Clinton, that you proposed that it be done before a minister, or a public official, or civic official?

MR. ADAIR: Mr. Examiner, if I could object just one second, I think we should get the dates straight, anyway. I think we are referring to November 23rd meeting, rather than any meeting in October.

MR. PROWELL: I think that is correct. We are talking about November 23rd, and if I said October, I am mistaken, and withdraw it.

Well, the record will speak for itself, anyway. I will withdraw the question. The record speaks for itself, and it shows what he testified to.

178 I have nothing further.

TRIAL EXAMINER: Any re-direct?

RE-DIRECT EXAMINATION

BY MR. McHUGH:

Q. Mr. McFee, are the head pressmen on strike, or some of the head pressmen on strike at the present time? A. Three of the four head pressmen are.

Q. How many employees are on strike at the present time? A. Twenty-eight came out. I believe two individuals are presently working full time elsewhere.

MR. McHUGH: I don't have any more questions of this witness, Mr. Examiner.

TRIAL EXAMINER: You mean two of the twenty-eight are working elsewhere?

THE WITNESS: Yes sir.

TRIAL EXAMINER: Any further questions?

MR. ADAIR: I have none.

RE-CROSS EXAMINATION

BY MR. PROWELL:

Q. That is twenty-eight, including the four head pressmen, is that correct? A. Yes sir. Just a moment. It included three of the four head pressmen. One is still in the plant.

TRIAL EXAMINER: Who is that that is still working?

179 THE WITNESS: This is Guy Wheeles.

TRIAL EXAMINER: He never did go on strike?

THE WITNESS: No sir.

Q. (By Mr. Prowell) Does this twenty-eight include some employees which quit prior to the strike? A. It is my understanding, Mr. Prowell, that this individual was, in effect, laid off of his job.

Q. But, you intend to include people who either were laid off, or quit, in that figure that you gave of twenty-eight?

MR. McHUGH: Objection to his intentions.

MR. PROWELL: I want to know where he got the figure from.

TRIAL EXAMINER: Let's rephrase that to, Did your figure of twenty-eight include the person who had been previously laid off?

MR. PROWELL: Or persons.

TRIAL EXAMINER: He said there was only one. At least I have heard of only one thus far.

THE WITNESS: It includes, for majority purposes, that individual who did sign a petition on December 4th.

TRIAL EXAMINER: But his question is, Your figure of twenty-eight did include people who had previously been laid off?

THE WITNESS: Yes.

* * * * *

181 JAMES ROBERT GASTON

was called as a witness by and on behalf of the General Counsel, and, having been first duly sworn, was examined and testified as follows:

TRIAL EXAMINER: Give us your name and address.

THE WITNESS: James Robert Gaston. I live at Five Points, Southview Road, Sylacauga.

DIRECT EXAMINATION

BY MR. McHUGH:

Q. By whom are you employed, Mr. Gaston? A. Dixie Color Printing Corp.

Q. How long have you been with the company? A. Approximately a year and a half.

Q. What is your position with the Company? A. Pressman.

Q. Who is your supervisor? A. Leck Horton.

Q. Are you on strike at the present time? A. I am.

Q. Have you been on strike since it began? A. Yes sir.

Q. I show you a document marked as General Counsel's Exhibit 3, and ask you if you recognize it? A. Yes.

182 Q. Does your signature appear on it? A. It does.

Q. Exactly where does your signature appear on it? A. The left-hand corner, the first signature.

Q. Do you recall when you signed that document? Approximately? A. The first week, I suppose, of November. Within the first week.

Q. At the time that you signed it, did you read it? A. I did.

Q. Did anyone ask you to sign it, directly or indirectly? A. I had a general knowledge of the petition. I knew exactly what it was for, but no one came to me directly and said sign it, or asked me to sign it.

Q. Was the petition placed in your custody by Mr. McFee? A. Yes.

Q. What were you requested to do concerning the petition? A. I was to circulate or carry the petition around to the different employees and secure their signatures.

Q. Will you relate how you undertook to circulate the petition? A. The night that Mr. McFee typed the petition, he left it in the custody of Mr. George Hickey, and he later left it in his mail box, and I picked it
183 up. I was working the mid-night shift, I believe, or at least I did night shift, and I carried it to work with me, and the wall -- in the dressing room, I left it in the wall locker, and some of them signed it going off from work.

Q. Did you, personally, ask any employees to sign that petition? Do you recall whether you did? A. I recall I presented the petition to some of the employees.

Q. Approximately how many employees did you ask to sign, individually? A. I would say not more than seven or eight of them.

Q. Can you specifically state the number -- who it was that you asked to sign this petition, or do you recall? A. The only two that I can definitely recall were Mr. Wheeles and Mr. Norred.

Q. All right, sir, what did you say to them when you asked them to sign the petition? A. Well, we were all in the dressing room at the plant, and they were in there, and I had the petition with me, and I showed it to them and told them I was getting signatures on it, and they wanted to know why.

Q. What did you say to them when they asked why? A. I told them they were at the meeting, and they heard the reasons why.

184 Q. All right, did they sign it at that time? A. Yes, they did.

Q. Did you force these employees to sign the petition? A. No, I didn't.

Q. How long did it take you to ascertain the signatures to the petition? How long did it take you to accomplish that? A. At the change of the shifts, I left the petition in the custody of one of the employees that was coming on.

Q. What employee was that? A. I am not sure.

Q. All right, sir. A. I am not sure.

Q. What span of time was required before all of those signatures were entered on that document, approximately? A. The petition was in my hands late one afternoon. By the following afternoon, say, at dark, I had all the signatures.

Q. In the space of twenty-four hours, then, all the signatures were put on that petition? A. Yes sir, I would say so.

Q. Mr. Gaston, I show you a document marked for identification as General Counsel's Exhibit 8, and ask you if you recognize that? A. I do.

185 Q. What is it, sir? A. It is a drawing of the layout of the Dixie Color Printing plant that I drew from memory. It is not a scaled drawing.

Q. What source of knowledge did you use in preparing that diagram? A. General knowledge by working in the plant. It was done strictly from memory.

Q. How long did it take you to prepare that? A. I would say at least two hours on it, back and forth.

Q. The figures on the diagram, 4 and 22, those circled, 8, and 1, and 2, and 2, and 3, what do they represent? A. Where the numbers appear is supposedly a different section or department, and these numbers represent the number of employees in there. Like, for instance, the mailroom would have 4, and there is 4 employees, and so on. The numbers enclosed is the numbers of the employees working there.

Q. Does this diagram generally reveal all of the separate offices and departments in the plant? A. To my knowledge, the only thing that
186 is left out there is the cloakroom for the secretaries. I think that is the only thing.

Q. Where would that go, sir? A. Just to the right of the entrance.

Q. All right, sir. What basis of information did you use in ascertaining the number of employees in each department? A. By knowing the employees individually, and recollecting where they work.

Q. Do these numbers include supervisory and non-supervisory personnel? A. Yes, I believe that is correct.

MR. McHUGH: All right, sir, at this time General Counsel offers General Counsel's Exhibit 8, which is intended to be nothing more than a diagram of the facilities of the plant, in order to give the Trial Examiner a pictorial description of the facilities of the respondent's plant. It is not intended to be an exact layout or blueprint, or what have you of the respondent's facilities, but only a graphic illustration and diagram of the employer's facilities in order to give the Trial Examiner a basis upon which to better view and understand the testimony relative to the departments.

187 MR. PROWELL: Mr. Examiner, I would like to ask you to reserve a ruling until cross examination, and give us an opportunity to examine the witness with respect to it.

TRIAL EXAMINER: I am not certain that I think that it is necessary at all in the issues -- for the issues in this case for me to know anything about the physical layout of the plant. However, I won't say that I won't ultimately receive it. I resume decision for the moment on that.

MR. McHUGH: All right, sir.

Q. (By Mr. McHugh) Mr. Gaston, did you also attend the first meeting between Mr. Clinton and Mr. McFee? A. Yes sir, I did.

Q. Did you also attend the second meeting with Mr. Clinton and Mr. McFee at the Jackson-Trace Motel? A. I did.

Q. I now show you a document marked as General Counsel's Exhibit 3, and ask you if you recognize that, sir? A. Yes.

Q. * * * Does your signature appear on here? A. It does.

188 Q. Exactly where is it on there? A. In the lefthand column, the first position.

Q. Did you sign that at the Union meeting in Childersburg on Sunday, December 4th? Do you recall, Mr. Gaston, where you were when you signed that? A. I believe this is the petition you just gave me.

Q. Oh, I could be mistaken on that. I am sorry. A. This is the first petition.

Q. You are absolutely right, Mr. Gaston. Forgive me. Thank you for bringing that to my attention.

Is this a copy of the second petition? A. Yes sir.

Q. Does your signature appear on that one? A. It does.

Q. Where is that, exactly? A. Righthand corner, the last signature. I don't have a good copy there --

TRIAL EXAMINER: He is referring to General Counsel's Exhibit 6?

MR. McHUGH: Yes.

TRIAL EXAMINER: I show you the original.

THE WITNESS: Yes sir.

Q. [By Mr. McHugh] As a result of the reduced work schedule, did you lose any time in your employment? A. Yes sir.

189 Q. How much time did you lose, sir? A. One shift for weeks. I believe that was --

Q. How many weeks did this continue before the strike began? A. I was going into the third week.

Q. And you lost two days? A. Yes, sir, I think that is correct.

Q. Had you ever been laid off before? A. On one occasion.

Q. Which one was that, sir? A. Shortly after I went to work at Dixie Color Printing, in the Spring of '63, they had mechanical failure and I was out of work, I believe, for three days.

Q. For three days? A. Yes sir.

Q. Did you join the strike when it began, sir? A. I did.

Q. Are you presently on strike? A. I am.

Q. Have you engaged in regular picket line activities since the strike began? A. I have.

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190 CROSS EXAMINATION

BY MR. PROWELL:

Q. May I see this? Referring to General Counsel's Exhibit 8, did someone else assist you and corroborate with you in preparation of that document? A. Mr. McFee asked me to explain certain drawings on the sketch, itself.

Q. He made certain suggestions about inclusions on it, did he not? A. No. He asked me was I sure of it.

Q. That is all you can recall at this time? A. Other than, as I mentioned, the cloakroom there for the secretaries.

Q. Could I have General Counsel's 3, please?

I hand you a document which has been identified here as General Counsel's Exhibit 3, and I ask you where were you when you signed that document? A. If I remember correctly, in the locker room of Dixie Color Printing.

Q. Who had it at that time? A. It was in my possession.

Q. And who gave it to you? A. I took the petition from Mr. Hickey's mail box.

Q. Where is your name on there, please, sir? Point it out to me.

191 A. It appears in the lefthand column, the top signature.

Q. The top signature? A. Yes sir.

Q. How many other signatures had been placed down below there before you signed it? Do you remember? A. No sir, I do not.

Q. About how many? A. I don't recall.

Q. Well, could it have been as many as six or eight? A. Possibly. I am not sure.

Q. And then you signed. You said Mr. Hickey gave you this petition? A. No sir, I took it from Mr. Hickey's mail box.

Q. I see, but he put it in the mail box for you, is that it? Was that the understanding you had in advance? A. That is correct.

Q. So, Mr. Hickey gave you the petition, after it had some six or eight names on it? A. Well, as I say, I am not sure how many names it did have on it.

Q. Well, there were some on it, but you don't just know how many, right? A. Right.

192 Q. So, Mr. Hickey got those people to sign it, right? A. Well, I would assume that he did, yes sir.

MR. McHUGH: I object to that answer, and move that it be stricken as beyond the ability of the witness to know the answer to the question.

MR. PROWELL: That is a matter for development on examination, I think, rather than argument of counsel.

TRIAL EXAMINER: I will permit it to stand. The witness qualified it, himself. I will permit it to stand. Objection overruled.

Q. [By Mr. Prowell] You testified that after you had signed that document, that petition, at the change of shifts you gave it to somebody else. Did you give it to Mr. Thomas? A. No, I did not.

Q. Who did you give it to? A. As I said, I don't recall who I gave it to, but I left the petition in the custody of someone else to secure more signatures on it.

Q. Whose custody did you leave it in? A. I don't recall.

Q. Who gave it back to you? A. I don't recall that, either.

Q. Where were you when you got it back? A. I don't recall.

Q. All you know is somebody gave it back to you? A. That is correct.

193 Q. May I have that document again? When did you draw this up,

referring to General Counsel's Exhibit 8? A. During the last week of October, 1964.

Q. 1964? A. Yes sir.

Q. Before you went on strike? A. Yes sir.

Q. You testified, did you not, that when you asked Mr. Wheeles and Mr. Norred to sign that petition, that you told them that they had attended this meeting. What meeting were you referring to? A. The meeting that took place the first part of November.

Q. Where was it held? A. In Mr. Hickey's home.

Q. Mr. George Hickey? A. Mr. George Hickey.

Q. Did you also attend the meeting at Mr. Thomas' house in which the Union held a meeting, and some of the employees attended it? A. The Union didn't hold a meeting. It wasn't a meeting. It was just -- I don't know how to word it; it wasn't intended to be a Union meeting. It was just a gathering there, but wasn't a Union meeting.

194 Q. A gathering of Union members, is that what you say? A. Some Union members, and some non-Union.

Q. Where was it held? A. At the home of Mr. Johnny Thomas.

Q. Mr. Johnny Thomas, one of the head pressmen? A. Yes sir.

Q. Is he on strike with you, too? A. He is.

Q. Where were you when you signed General Counsel's Exhibit 6? A. Recreation building in Childersburg.

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EXAMINATION BY TRIAL EXAMINER

Q. (By Trial Examiner) Mr. Gaston, I notice on your chart here, G.C. 8, that you have mailroom, and then under that you have shipping department. A. Yes sir. It is commonly known at the plant we call it shipping department, but I understand in other places they do call it mailroom. I just put both of them there to leave out any doubt.

Q. You usually refer to it as shipping department? A. Shipping department, that's right.

Q. But you understand that in other plants the people refer to it as the mailroom? A. That is my understanding.

195 Q. It is the same thing? A. Yes sir.

Q. When you referred to losing one shift per week on two weeks prior to the strike, how did that happen? Was there any announcement about that? A. I was first aware of it by the work schedule. I was scheduled for four days. I had been working five days during the week, but this particular week I was scheduled for four days.

Q. Where was the work schedule? A. Posted on the Company bulletin board.

Q. Was it customary to have work schedules posted on the bulletin board? A. Yes.

Q. When would that be published? A. When I first started working, it was anywhere from Wednesday to Thursday, but later on it got to be Friday and Saturday, and on into the week whenever they would publish the work schedule, but I don't recall what date I did notice my work week had been cut, but it was the latter part of the week, I am sure of that.

* * * * *

RE-DIRECT EXAMINATION

BY MR. McHUGH:

Q. Mr. Gaston, did you sign the second petition at the Union meeting in Childersburg along with everyone else at the same time? A. Yes sir, I did. 196

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FRANK GENE GRAHAM

was called as a witness by and on behalf of the General Counsel and, having been first duly sworn, was examined and testified as follows:

TRIAL EXAMINER: Give us your name and address, please.

THE WITNESS: Gene Graham, 705 Forrest Street, Sylacauga, Alabama.

DIRECT EXAMINATION

BY MR. McHUGH:

Q. By whom are you employed, Mr. Graham? A. Dixie Color Print.

Q. When were you hired by the Company? A. About two years ago.

197 Q. What is your job? A. Pressman.

Q. Who is your supervisor? A. Leck Horton.

Q. What job do you perform in the pressroom? A. Pressman.

Q. Are you classified as First, Second, or Third Assistant, or do you know? A. When I was Relief Rollman, I think that is Third Assistant.

Q. All right, sir. I show you a document marked as -- identified and received as General Counsel's Exhibit 3, and ask you if you recognize it? A. Yes sir.

Q. Does your signature appear on that? A. Yes sir.

Q. Exactly where does it appear on there? A. The fourth one down on the lefthand column.

Q. Do you recall the circumstances of where you were when you signed it? A. Yes sir. I was in the lockerroom at the plant of Dixie Color Printing.

Q. Did someone ask you to sign it? A. Yes sir. I knew that this was going to be drawn up, and Bobby came around and told me he had it.

198 Q. Is that Bobby Gaston? A. Yes sir, and asked if I would like to sign it, and I told him yes.

Q. Did you sign it at that time? A. Yes.

Q. Did you ever have any discussion with any supervisor concerning the Union around this time? A. Yes sir. On about -- I think it was either November 20th, or it is possible it was the 23rd of November, somewhere along those days, Leck Horton came up to me and called me over to the side that night at about 10:30, and said, "I want to talk to you," and he said, "I guess you know what I want to talk to you about." And I said, "Yes, I guess maybe I do." He said it was about this Union business, and he said, "What have I done to you?" I said, "Nothing." And he said, "What has Mr. Clinton ever done to you?" And I said, "Nothing." And he said, "Have I ever offended you?" And I said, "No." He said, "Why do you want it?" I said, "Because of the benefits that it has to offer that the Company won't give us."

He said, "What are some of the gripes of the men?" I said, "Well, I don't like to work straight time on Sunday." He said, "Well, that Sunday work is the only thing that I can think of that you have been abused on."

199 He said, "Do you think if this was corrected it would stop the Union?" I said, "No. I don't think it would."

He said he would tell me how it operated in Montgomery, and he said, "If they didn't need a man down there, they just laid him off, and then when they needed him," he said, "they would just call the local and the local would send a man." He said that him and Mr. Clinton, also, had decided to take a man off of each shift and let that one man represent that shift, and they would meet with him and Mr. Clinton once a month and discuss the problems, and thrash out the problems right there, and he said, "No one will pay Union dues, and everybody would be happy," and he asked did I think that would work, and I said, "No, I didn't."

Q. Was this in the evening that you talked to Leck Horton? A. Yes sir.

Q. Approximately what time in the evening? A. About 10:30.

Q. Now, was Leck Horton in work clothes, or in street clothes? A. Street clothes.

Q. Was he working that night? A. No sir, he wasn't.

200 Q. How long did he talk with you? A. Approximately fifteen or twenty minutes.

Q. All right, sir, who performed your job while he talked to you? A. The press was down at that time, and my job didn't have to be performed.

Q. Where did he talk with you at? A. He called me over to the side of the press.

Q. Right on the pressroom floor? A. Yes sir, in the pressroom.

Q. All right, sir, do you recall any discussion at that time about a new press? A. Yes sir, I do. He told me -- he asked me did I know that the Kesslers had called that day and had said that the new press would be top priority, and would be running in March, and I said, "No, I didn't know that they had called." He said, "Did you know that this might postpone it?" And I said, "No, I don't."

Q. Do you recall anything else that Leck Horton said to you at that time? A. Well, repeatedly through the conversation he would keep hanging his head down and saying to me that he just wished we would call this thing off.

Q. All right, sir, of your own personal knowledge, did he talk to any other employees that evening? A. Yes sir, he did.

201 Q. Approximately how many? A. Well --

Q. If you know. A. Well, he was talking to guys on my shift.

Q. More than one? A. Yes sir.

Q. Now, let's get back to the date of this meeting. What was it, the middle of the week, first part of the week, or last part of the week? Do you recall what night it occurred on? A. The meeting with Horton?

Q. Yes sir. A. That was on Friday night.

Q. Was this before, or after, the first petition was presented to the Company? A. I had already signed the first petition, I believe.

Q. Do you know whether this was before, or after Mr. McFee met with Mr. Clinton? A. No, I don't.

Q. All right, sir. Prior to Leck Horton talking to you that night, did anybody tell you that someone would be by and talk with you?

MR. PROWELL: Mr. Examiner, I object to this as leading the witness.

202 TRIAL EXAMINER: It is slightly leading.

Q. (By Mr. McHugh) All right, sir, did anyone tell you --

TRIAL EXAMINER: Ask him if he knew it was going to happen.

Q. [By Mr. McHugh] Thank you, sir. Did you know it was going -- that you were going to be talked to that night? A. Yes sir, I did.

Q. In what manner did you know? How did you know that you were going to be talked to? A. Guy Wheeles was the man in charge on that shift, and while we were down for lunch he said, "What would you do if Mr. Clinton came and wanted to talk to you about this?" I spoke up, and

I just told him that I would tell him what he wanted to know, and what he asked me.

Then, several times after that, he kept asking me, and finally I said, "Do you know for a fact that he is coming to talk to me?" And he said, "Yes, I do." He said, "I have called around, and checked around, and know for a fact that he will be in to talk to you."

Q. Now, Guy Wheeles mentioned about "this." Do you know what he was talking to you about when he referred to "this"? A. Yes sir.

203 Q. Well, how did you know that? A. Well, he had asked me if Mr. Clinton came in and wanted to know about the Union, would I talk to him about it.

Q. You recall him using the word "Union"? A. Yes sir.

Q. And not just "this"? A. No.

TRIAL EXAMINER: He referred to Clinton, or Horton?

THE WITNESS: He referred to Mr. Clinton.

TRIAL EXAMINER: But, it was Horton that came in?

THE WITNESS: Yes sir. Mr. Clinton was in, but he didn't say anything to any of the employees.

Q. [By Mr. McHugh] Mr. Clinton was in the plant that night? A. Yes sir, late that afternoon.

Q. Was he in there at the same time that Leck Horton was? A. Yes sir.

Q. That evening? A. Yes sir.

Q. About 10:30? A. Yes sir.

Q. That late? A. That late.

204 Q. When the cut-back was announced, Mr. Graham, did you lose any time? A. Yes sir, I did.

Q. How much? A. About two -- either two or three days.

Q. Was that two or three days over the entire time, or how much per week? A. Over the entire time.

Q. How much would that be per week? A. How many days per week?

Q. How many days per week were you cut back? A. It was either two, or three.

Q. Per week? A. No sir, one per week.

Q. One per week? A. Yes sir.

Q. All right, did you discuss the reason for the cut-back with any supervisor? A. No, I didn't.

Q. Did any supervisor tell you the reason for the cut-back? A. No.

Q. To your knowledge, did the Company post any notice concerning the cut-back? A. No, they did not.

205 Q. Did they post a notice that there would be a cut-back? A. No sir, they did not.

Q. You say they didn't post a notice? A. They didn't post a notice that there would be a cut-back until actually it occurred.

Q. It other words, the first time you knew about it was when you saw the schedule? A. Well, the first time I knew about it, Bobby Norred called me at my home. This was on about -- on or about the 28th of November, and he asked me how many days was I working, and I told him that I guessed that I was working as many as he was, and he said, "No, you are not."

I said, "How many am I working?" and he said, "Four." And I said, "How many are you working?" And he said, "Five." He said, "Would you rather work four, or five?" And I said, "Well, I will work as many as they want me to."

* * * * *

206 Q. (By Mr. McHugh) Before that conversation with Bobby Norred, you didn't know anything about being cut back? A. No sir.

* * * * *

Q. General Counsel's Exhibit 6, do you recognize that? A. Yes sir, I do.

Q. Is your signature on that? A. Yes sir.

207 Q. Where, exactly? A. It is the eighth one from the bottom, on the lefthand column.

Q. Did you sign that at the Union meeting at Childersburg, Alabama? A. Yes sir, I did.

Q. Along with everybody else? A. Yes sir.

Q. All right, did you go on strike with the rest of the employees? A. Yes sir.

Q. Have you been on strike ever since? A. Yes sir.

* * * * *

211

CROSS EXAMINATION

BY MR. PROWELL:

* * * * *

217 Q. Now, you testified that Mr. Horton came and talked to you in the plant one night about 10:30? A. Yes sir.

Q. And you said you thought that was on November 23rd? A. I said I thought it was November 20th to the 23rd. I don't recall the exact date.

Q. I see. Now, do you remember what night? You said it was about 10:30 at night? A. Yes sir.

Q. You said you talked to Mr. Horton where? A. In the pressroom.

Q. Were you the only one present at the time that he talked to you? A. Yes sir.

Q. Just you and Mr. Horton? A. Right.

Q. And you also say that Mr. Clinton was at the plant that night? A. Yes sir.

218 Q. While he was talking to you? A. I don't recall whether he was there while I was talking to him, or not, but he had been in that night.

Q. And you are positive about that? A. Yes sir.

Q. All right, sir. Was Mr. Wheeles working that night? A. Yes sir.

Q. Was he in charge of the plant at that time? A. He was the man in charge.

Q. He was the man in charge, and he had charge of the entire plant at night, did he not? A. I don't think he did.

Q. Who else was there? Mr. Clinton don't come in at night, does he?

MR. ADAIR: Objection. Mr. Examiner, he is going way beyond the scope of direct examination.

TRIAL EXAMINER: I will permit it.

Q. (By Mr. Prowell) Mr. Clinton don't normally come in there to work there at night, does he? A. No.

Q. And Mr. Horton don't normally work at night, does he? A. Not unless something happens or we have trouble, and have to call him in.

219 Q. So, then, the only supervisor who is there at night, then, is the man in charge, right?

MR. ADAIR: I object. He is assuming facts not in evidence. As to whether or not he is a supervisor will be determined at this hearing.

MR. PROWELL: I am not talking about the legal definition, Mr. Examiner.

TRIAL EXAMINER: I will ask you to eliminate the word "supervisors".

Q. (By Mr. Prowell) All right, the only person who is in charge there at night is the man in charge, right? A. He is limited only to the press.

Q. I say, he is the man in charge. He is the only man there who is in charge at night of you fellows on the press, is that right? A. Right.

TRIAL EXAMINER: How many men work on the press at night?

THE WITNESS: It is -- sometimes it takes six to operate the press, and sometimes seven, I think.

Q. [By Mr. Prowell] In addition to that, there is also some people there who are in shipping, at night, aren't there? A. No sir.

220 Q. Not anybody there in shipping at night? A. No sir. The shipping department works straight days.

Q. All right, what about the maintenance people, then, who pick up the paper off of the press and carry it out to the storage room? A. We usually do that.

Q. Don't they have some other people there who do, too, with a lift truck or fork truck? A. Well, we usually have to do that. I don't know that that is anybody's particular job. The pressmen usually move the skids when they come off the press, provided they have time.

Q. They have some Colored people working in there at night, don't they? A. Not in the shipping department.

Q. Well, they are in the plant, I mean, doing maintenance work of some kind? A. They don't do maintenance work. They do janitorial work.

Q. Janitorial? A. Yes sir.

Q. That is all you have ever seen them do? A. Yes sir.

Q. There are several of those in there, aren't there? A. There is one works at night.

221 Q. One? A. Yes sir.

Q. Sometimes the maintenance crew has to come in there and work at night, too, don't they? A. The maintenance crew?

Q. Uh-huh. A. When we have trouble on the press, or something like that, we have to call Leck Horton.

Q. If you have electrical trouble, you call Mr. Holmes, don't you? A. That's right.

Q. That is the head pressman's job, to get somebody in there to fix it, isn't it? A. That's right.

Q. Does the company have certain areas in there in which you can't smoke? A. Yes sir.

MR. McHUGH: Mr. Examiner, we are going pretty far away from direct examination on the question of smoking.

MR. PROWELL: He raised the question we are going into, Mr. Examiner.

MR. McHUGH: I submit that we didn't.

MR. PROWELL: I am talking about the general subject. He didn't
222 ask him about smoking, but I am talking about the general subject. They raised it.

MR. McHUGH: With this witness?

MR. PROWELL: Authority and responsibility, yes.

MR. McHUGH: I don't recall any testimony on direct examination relative to supervisory status, or head pressmen, or anything.

MR. PROWELL: You asked about the man in charge, and that is what we are asking about now.

TRIAL EXAMINER: Let me ask General Counsel do you expect to call any witnesses to testify specifically about the duties of these head pressmen?

MR. McHUGH: Yes sir. We are going to call 30 witnesses, and each one of them are going to testify to their duties, and we are going to call 3 head pressmen, and they are going to testify at great length about their duties. I submit a better time for everyone would be to examine those witnesses.

MR. PROWELL: A better time for everybody, maybe, except us. So far as we are concerned, here is a witness who has been asked about this subject, and nobody is better able to testify, as far as we are concerned, except this man.

TRIAL EXAMINER: I think the question on direct was something about Wheeles in charge of the night shift. Now, this is about smoking. What is your point about smoking?

223 MR. PROWELL: Enforcing the rules.

TRIAL EXAMINER: I believe I will begin to hold the cross examination pretty close to the scope of the direct, since General Counsel has just indicated to me, which is the first I have known of it, he is going to call a lot of witnesses. It seems to me that you will have plenty of opportunity to get in all the facts that you want to, if we are going to have a lot of witnesses testify about their duties, and the three head pressmen.

MR. PROWELL: He asked this man specifically who was his supervisor.

TRIAL EXAMINER: No, it was something about who was in charge of the night shift.

MR. PROWELL: He asked him who was his supervisor.

MR. McHUGH: That is correct, and he replied Leck Horton.

MR. PROWELL: All right, now, I have a right to impeach him.

TRIAL EXAMINER: Well, what is your point about smoking?

MR. PROWELL: You asked me and got the answer a few minutes ago.

TRIAL EXAMINER: That there are rules against smoking?

224 MR. PROWELL: Yes sir, in certain areas. That is all I asked this witness. If there are rules against smoking in certain areas.

MR. McHUGH: Mr. Examiner, I put this witness on, and I asked him the question relative to supervisory status only to ascertain his familiarity with the plant.

MR. PROWELL: Yes, but there you go again.

MR. McHUGH: I realize we have an issue with respect to the head pressmen, and I say that when we put the head pressmen on, or if Mr. Horton testifies, that will all come out in time.

MR. PROWELL: But, we are not restricted because you want to call a specific witness up here and ask him a certain question and then say that we can't cross examine, that we have got to wait until you put some other witness up that you have been prompting for two weeks and expect us --

MR. McHUGH: Now, I object to that, Mr. Examiner.

TRIAL EXAMINER: Now, wait a minute, hold it. Mr. Prowell, I really think your question about smoking doesn't really hit it on the head.

MR. PROWELL: We are merely laying -- we are coming to the next question; one, do they have a rule, and then, on down the line. You 225 don't ask the last question first, Mr. Examiner. If we are going to do that, I wouldn't even need to be here. I would serve no purpose.

TRIAL EXAMINER: Well, I consider that too remote with respect to the direct examination. I will rule on it, and I will sustain the objection to that, about the smoking.

Q. (By Mr. Prowell) All right. Does the Company have certain rules in the plant governing the conduct of employees? A. To a certain extent.

Q. And are you expected to abide by those rules? A. Yes sir.

Q. You are expected to abide by them at night when you work on the night shift, on the evening and the night shift, both? A. I would think so.

Q. All right, sir, and the only person in charge in the plant at night, you testified, was the head pressman, right? A. Well, I said that he was limited, as far as I know, to the press. I don't know that he is in charge of the whole plant at night.

Q. I am talking about as far as you are concerned. He is in charge of you? A. Right.

226 Q. And it is up to him to enforce those rules with respect to you at night, on the evening and night shift, right? A. I don't know. I never have been confronted with that problem.

Q. He never has called you down? A. Not for breaking a Company rule, no sir.

Q. Well, what has he called you down for? A. I don't recall that I have ever been called down.

Q. You don't recall ever having been called down? A. No sir.

Q. You understand that is his duty and responsibility to see that you --

MR. McHUGH: Objection.

MR. PROWELL: Wait a minute, let me finish the question.

Q. [By Mr. Prowell] You understand that is his duty and responsibility to see that you do your job properly, correct?

MR. McHUGH: I object.

TRIAL EXAMINER: I think he has already answered that.

MR. McHUGH: Sir, if he has, I submit it is an improper answer.

TRIAL EXAMINER: I think you have already asked that question, and got an answer.

227 MR. PROWELL: I will withdraw it, then, on that premise.

I have nothing further.

MR. McHUGH: We have no more questions of this witness. Thank you.

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VOLUME II

1 Courtroom,
County Office Building
Sylacauga, Alabama,
Wednesday, April 28, 1965

The above-entitled matter came on for further hearing, pursuant to adjournment, at 9:30 A.M.

BEFORE:

ALBA B. MARTIN, Trial Examiner

* * * * *

4 BUSTER BRYANT

was called as a witness by, and on behalf of General Counsel, having been duly affirmed, was examined and testified as follows:

TRIAL EXAMINER: Give us your name and address, please?

5 THE WITNESS: My name is Buster Bryant.

TRIAL EXAMINER: B-R-Y-A-N?

THE WITNESS: Bryant, B-R-Y-A-N-T. I live at 219 South Broadway, Sylacauga, Alabama.

DIRECT EXAMINATION

Q. (BY MR. MC HUGH:) By whom are you employed, Mr. Bryant? A. Dixie Color Printing Corporation.

Q. When were you hired by the company? A. In March was approximately 2 years ago.

Q. In what position do you work? A. I work in the position as Pressman.

Q. Are you on strike at the present time? A. I am.

Q. Did you go on strike when the strike began? A. I did.

Q. I show you a document which has been identified as General Counsel's Exhibit 3 and ask you if you recognize it? A. I do.

Q. What is it, sir? A. It is a petition that we --

MR. PROWELL: Mr. Examiner, I object. The document speaks for itself.

6 Q. (BY MR. MC HUGH:) Does your signature appear on that document? A. Yes, sir, it does.

Q. Exactly where does it appear on it? A. The second name on the lefthand column.

Q. Do you recall where you were when you signed it? A. Yes, sir, I do.

Q. Where were you? A. I was at the Dixie Color Printing Plant. I was inside of the dressing room or locker room.

Q. Did anyone ask you to sign it? A. No one asked me to sign it because I understood the contents of it and signed it because I wanted to.

Q. You were aware that there was such a petition in circulation? A. Yes, sir, I was aware of it.

Q. What did you do with it after you signed it? A. After I signed it I returned it to one of the fellows that handed it to me.

Q. All right, sir. Did you ever have any conversation with any company official regarding the Union? A. Yes, I had conservation with a company official.

Q. Which one was that? A. That was John Leck Horton.

Q. What did you know Mr. Leck Horton to be? A. I know him to
7 be the man that is in charge of all of the people -- well, that I
work around and with.

Q. All right, sir, where was this conversation? A. Well, this conversation was -- in effect, he was inquiring as to --

Q. I say, where was it? A. This conversation took place inside of the cafeteria or lunchroom.

Q. In the plant? A. Yes, sir.

Q. Approximately what time? A. Approximately between 12 and 1 o'clock.

Q. A.M. or P.M.? A. Well, that would be A.M.

Q. Do you recall the date of this conversation? A. Yes, sir, it was the morning of the 21st.

Q. The night of the 20th? A. The night of the 20th or the morning of the 21st.

TRIAL EXAMINER: What month?

THE WITNESS: November.

Q. (BY MR. MC HUGH:) Was Leck Horton in street clothes or in working clothes? A. He was in street clothes.

Q. He was in street clothes? A. Yes, sir.

8 Q. I would like you to recall, now, exactly everything that you can remember concerning what Leck Horton said to you at that time? A. Well, all I know is one of the employees came out to the press. At that time I was running the rolls on the press, and he told me that Mr.--that Leck wanted to see me in the lunchroom, and when I left the rolls I proceeded to go to the lunchroom.

I got there in the lunchroom and Mr. Horton was sitting at one of the tables. I went in and sat down, and asked him what it was he wanted, and he proceeded to ask me questions.

Q. Tell me everything that you recall that he asked you? A. Well, to the best of my knowledge, the way he started off there was "What is this I hear about your joining the Union."

Q. What did you reply to him at that time? A. I replied to him, "That is correct, I have joined the International Typographical Union."

Q. And what did he say? A. Well, he said--he wanted to know why.

Q. What did you say? A. I told him I thought it was a fine organization, and desired to be a part of organized labor.

9 Q. What did he say to that? A. Well, he began to--

Q. Not what he began. What did he say? A. Well, he said, "There--" well, he began to ask again, "Why, why." "Is there any way that we can stop this?"

He began to make statements to that--

MR. PROWELL: I object to the statements to that effect, Mr. Examiner. He can tell exactly what happened, but he can't conclude.

TRIAL EXAMINER: Give us your best recollection as to what he said.

THE WITNESS: Well, he asked me how did all of this get started.

Q. (BY MR. MC HUGH:) And did you make a reply to that statement? A. Yes, sir, I did.

Q. Tell us what you said? A. I told him it was not a question to me as to how it got started, but as to why it got started, and then I proceeded to tell him in my own words why I thought that it got started.

Q. What did you say to that?

TRIAL EXAMINER: Wait a minute. What did you tell him?

10 THE WITNESS: Well, sir, O told him that the men--that myself, I felt that we ought to have a chance to belong to, you know, a good labor organization. At this time I did go into my knowledge of the history of the International Typographical Union.

I told him I felt it was a fine Union and that I wanted that type, a high type of Union to represent me and in my efforts to improve my working conditions, which were, at that time, I considered to be very poor in the plant.

Q. (BY MR. MC HUGH:) All right, sir. What did Leck Horton say after you informed him of that? A. Well, he said--he asked me about what was it that we didn't like about some of the working conditions at that time.

Q. And what did you say to that? A. Well, I told him that men were complaining as to the job assignments, especially the way that men were being scheduled at that time, and on numerous occasions I told him that--and I did--that I had complained, personally, myself, as to the way that I was shifted around on the schedule, and not being scheduled properly.

In other words, being scheduled to where I would have a normal work week, but was being, I thought, being scheduled primarily to suit the desires of the Company. In other words, it didn't give us a chance
11 at all to speak for ourselves.

Q. What did Leck Horton say when you told him that? A. Well, at that time, one time there we got up and went outside. I believe it was at this time we went out and looked at the schedule, Leck and I did, and he began to point out some of the things on the schedule as to the scheduling of people, and he made the remark that the Company had to do that sometimes, but I told him, well, I realized that they probably had to do it some of the time, but just all of the time just to fit their convenience was, you know, it got old, and it did.

I mean, that is the way I felt about it and so then we went back inside, after we had talked over the schedule, and I expressed my viewpoints there at the time that we looked over the schedule. I mean, I have my own ideas as to what, you know, how I feel about it and--

Q. All right, sir. When you went back inside, what was the conversation about? A. Well, when we went back down he asked was it too late. Wasn't there any way that they could get out of that.

Q. And what did you say? A. I told him no, that we had already
12 joined the Union, and that we wanted them to represent us.

Q. What did he say to that? A. Well, he again made the remark, well, if we could get over-time for Sunday work or if we could maybe get a man off of each crew to represent us monthly to go to him and Mr. Clinton and to help iron out our problems and solve our problems, would that be satisfactory, and--

Q. What did you say to that? A. I said "no."

Q. You stated just a second ago that he again stated that--had he mentioned previously in the conversation concerning the overtime and the cutting out the Sunday work? A. Well, we might have discussed something to that nature--

MR. PROWELL: I object to what we might have discussed and move to strike that.

MR. MC HUGH: The Witness is trying to recall.

TRIAL EXAMINER: I will grant the motion. Give us your best recollection.

THE WITNESS: All right, when we went out to the schedule we
did discuss the scheduling of the men, how they were swapped around,
and the Sunday part did come up there about how they were scheduled,
you know, on Sunday, and I remember out there at the schedule that
13 Mr. Horton, Mr. Leck Horton and Mr. Guy Wheeles and Mr.
George Hickey from the day that we were hired, that I hired in out there, were
continually telling us, Mr. Examiner, about the working conditions
in the Lofkin Plant, how they were receiving double time for Sunday
work.

Q. (BY MR. MC HUGH:) Well, was this part of the conversation that night? A. That was out there at that scheduling, yes, sir.

TRIAL EXAMINER: Go ahead.

THE WITNESS: I told him, I said, the men felt--well, not felt, but I wanted to be treated with, you know, I wanted to be treated right, too, in scheduling my work days because my working hours and my pay and my working conditions were just as considerable as anybody elses and that is my--that is the way I am.

TRIAL EXAMINER: Where is the Lofkin Plant?

THE WITNESS: It is in Lofkin, Texas.

TRIAL EXAMINER: Is that one of the Respondent's plants, one of the Company's plants?

THE WITNESS: Yes, sir, it is. To my knowledge it is.

Q. (BY MR. MC HUGH:) All right, sir, do you recall anything else that was said concerning the Union at that time? A. Well, we
14 went back into the lunchroom and he, of course, went through the question I have just answered about the overtime for Sunday and about getting a man off of each crew to represent us monthly to work out our problems, would that help them to get out of there, and I told him "no."

Then he went into and made a statement that at one time he had belonged to a Union and he stated the place that he had belonged to the Union was in Anniston, Alabama, and asked me did I know of--I believe it was the Rudisill Foundry, I believe was the name of the Foundry that he gave me in Anniston, and he said that he had belonged to the Union there at one time, and that they had asked for a pay raise and then he said that the plant had closed down.

So I told him, I says, "I don't know about that", but, he said, "Well, it just goes to show you that a plant can close down, you know, if they want to," so, I mean, that was the part there, but he did say that he had belonged to the Union.

Q. Do you recall any comments that you made about him talking to you? A. Yes, sir. During this conversation, when he was talking to me about "is there any way we can get out of this", and he kept
15 insisting in that, is there any way we can get out of this.

Q. How many times did he ask you this? A. All through this conversation he made that remark, "Is it too late?" or "Can we get out of this?" I mean, that was the conversation and at one time there he--

Q. My question was, Buster, did you make any complaint to him about talking to you about the Union? A. Yes, sir, I did.

Q. All right, sir, answer that, please? A. I told him, I said, "Leck," I said, "to my knowledge, it is illegal what you are asking me to do," and I said, "This is illegal to my knowledge," and I said, "Did you know that?" and he said, "Well, I might be breaking the law, then," and I said that to him.

Q. How long did this conversation last? A. This conversation lasted for approximately 1 hour.

Q. Were you on the clock? A. Yes, sir, I was on the clock.

Q. Who performed your job while you were talking with Horton? A. I don't know who was performing my job.

Q. Was there a replacement provided for you by Horton? A. No, sir.

Q. When he called you in there? A. No.

16 Q. So far as you know, your job was unattended? A. So far as I know.

MR. PROWELL: I object and move to strike that, as far as he knows.

TRIAL EXAMINER: Well, I will permit it to stand. He has already testified that he doesn't know.

MR. PROWELL: Then, certainly this had no bearing or no connection. If he doesn't know, what does this add to the record? I am making a point for future witnesses because I assume this is going on. I agree with you on this one witness.

TRIAL EXAMINER: Well, it just raises the question as to whether he would be apt to have known if he had been replaced. Do you know whether you would have known if somebody had replaced you on your press?

THE WITNESS: Well, I do know that afterwards that someone had run my job for me.

TRIAL EXAMINER: When you went back?

THE WITNESS: That is right, that person was one that was the head pressman.

Q. (BY MR. MC HUGH) Who was that? A. That was Mr. Johnnie Thomas.

Q. How do you know that he did your job for you? A. Because when I left the press, well, John or Raughton--I believe it was Oscar 17 Raughton that came by and came out and told me that Mr. Horton wanted to see me.

I believe, to the best of my recollection, that is who it was, and so as I went by the desk up there, well, I told Johnnie Thomas, you know, that I had to go in, that Leck wanted to see me, and I just took off and went on.

After I got back out there I found that Johnnie Thomas had made a roll or two change for me. It was either one or two pasters were made while I was in there.

I heard the bell, I know, at least one paster and he did put one roll on for me.

* * * * *

19 Q. (BY MR. MC HUGH:) Mr. Bryant, I show you a copy of General Counsel's Exhibit 6 and ask you if your signature appears to that? A. Yes, sir, it does.

20 Q. Where does it appear, exactly, on it? A. It appears on the 5th line down in the lefthand column.

Q. Do you recall where you were when you signed it? Yes, sir, I do.

Q. Where were you? A. I was in Childersburg, Alabama.

Q. At a Union meeting? A. Yes, sir.

Q. Did you sign it at that time along with the other employees?

MR. PROWELL: I object to that, now. He can testify who was there--

MR. MC HUGH: He can testify--

MR. PROWELL: Sure, he can, but you can't testify for him.

Q. (BY MR. MCHUGH:) Did other employees sign it after you did and before you did? A. Yes, sir.

TRIAL EXAMINER: Is your signature on here, Buster?

THE WITNESS: Yes, sir.

TRIAL EXAMINER: That is your Christian name?

THE WITNESS: That is my name.

Q. (BY MR. MC HUGH:) When the cut back in work schedule was announced did you lose any time? A. Yes, sir, I did.

21 Q. How much? A. I lost at least a day a week there. There was a number of weeks that we were out. I think I lost about, it was either 2 or 3 days.

Q. All right, sir. Did you discuss the reasons for the cut-back with any company officials? A. Yes, sir, I made a phone call.

Q. To whom? A. Mr. Clinton.

Q. What was the purpose of your call? A. The purpose of the call was to find out the purpose of the cut-back.

Q. What did you ask Mr. Clinton? Did you talk to him? A. Yes, sir, I did.

Q. What did you ask him? A. I asked him, I said, "Mr. Clinton, I have just seen the schedule that has been posted, and I had to go out on my own time to read that posting, by the way, too, and anyway, I went out and I saw that there was a reduction in the work schedule, and naturally--I mean, I have 5 children. I have--

Q. Just tell us what you said to Mr. Clinton? A. Well, I asked him why was the cut-back.

22 Q. What did he say? A. Well, he said that the reason for the cut-back was for maintenance.

Q. Anything else? A. Not to my recollection.

Q. Did you say anything else to him at that time? A. No, sir.

Q. All right, sir. Had you ever been laid off before, Buster? A. Not to my recollection. One time, but I don't know whether that was the lay-off or not. We had a bad snow around the last day in December, which was about a year ago, and the whole plant couldn't run.

Q. Other than that you have never lost any time? A. Not to my knowledge.

* * * * *

CROSS EXAMINATION

Q. (BY MR. PROWELL:) Mr. Bryant, in this conversation you had with Mr. Horton in the lunchroom, that was a very friendly conversation, was it not, between you and Mr. Horton in which you expressed your ideas freely? A. It was an amicable conversation.

Q. All right, sir. You expressed your feelings concerning the
23 Union and concerning your job, and what you felt was wrong with
the plant, isn't that true? A. I expressed my opinion of the ITU.

Q. You, also, expressed your opinion of your job and what was wrong with it, isn't that right? A. That is right.

Q. There wasn't any hesitation on your part to say what you thought about the ITU, was there? A. No, sir.

Q. And you didn't threaten Mr. Horton in any way, did you? A. No, sir.

Q. And he didn't threaten you in any way, did he?

MR. ADAIR: Objection.

TRIAL EXAMINER: I will sustain the objection.

MR. PROWELL: I would like to make an offer of proof that if the Witness were permitted to answer he would answer that he was not threatened in any way.

TRIAL EXAMINER: Now, I will reject the offer of proof.

MR. PROWELL: All right, sir.

Q. (BY MR. PROWELL:) Well, Mr. Horton wasn't talking to you like he was mad with you and didn't give you any indication he was mad with you, did he? A. He wouldn't look me hardly into the face.

24 Q. That didn't answer my question, I said --

MR. MC HUGH: Objection, that calls for a conclusion on the part of the Witness as to the subjective motification or the impressions of Mr. Leck Horton.

MR. PROWELL: This is cross examination, Mr. Examiner. They could have asked him that on direct if they wanted to.

TRIAL EXAMINER: Well, --

MR. MC HUGH: Whether Mr. Horton was laughing or jovial or angry is of no consequence, his words--

MR. PROWELL: I disagree.

TRIAL EXAMINER: The Witness replied that "He didn't look at me." I will take that as an answer to that question.

Q. (BY MR. PROWELL:) Did he give any other indication of any kind that he was angry or mad with you?

MR. MC HUGH: Same objection, Mr. Examiner.

TRIAL EXAMINER: Well, I will permit it, overruled.

THE WITNESS: Well, all I know is all during the conversation he was blushing and he seemed to be perplexed and it was hard for him to look me in the face.

Q. (BY MR. PROWELL:) All right, sir. Now, you said this conversation took place for an hour? A. Approximately, yes, sir.

Q. And you are saying to us now that all during that whole hour that his face was flushed? A. Approximately, and before.

Q. You told him that the men were complaining about the schedules and that you, also, were unhappy about your scheduling, is that correct? A. I told him I was dissatisfied with it, yes, sir.

Q. Did you tell him the men were also unhappy about it? A. I told him that I had heard some of the men express their dissatisfaction, yes, sir.

Q. Now, before you made that remark, Mr. Horton asked you what was going on in the plant that caused the people to be dissatisfied, didn't he? A. No, he just--not to them exact words.

Q. Well, didn't he say that in substance when you first walked in the restaurant? A. He asked how did all of this get started.

Q. And while he was talking to you about how all this got started was the complaints the people were making, wasn't that what he was approaching you about to begin with?

MR. MC HUGH: I object, Mr. Examiner. The question is improperly framed.

TRIAL EXAMINER: I will sustain the objection.

26 Q. (BY MR. PROWELL:) All right, sir, as a preliminary, didn't Mr. Horton tell you that some complaints were going around in the plant and he wanted to know what they were all about? A. No, sir, he didn't tell me that.

Q. He didn't tell you that in substance? A. No, sir, he did not.

Q. All right, what did he tell you, then, to cause you to start out with what were the complaints of the men in the shop? A. He just asked me how did all of this get started.

Q. And you immediately said, started out, then, as I understand your testimony, to tell him about the fact that the men were complaining about the schedules, is that one of the things you mentioned? A. I was talking about the Union.

Q. You were talking about the Union? A. That is right, and that is what--

Q. But you started out talking about the schedules, didn't you? A. No, sir, not started out.

Q. Didn't you testify that one of the first things you mentioned about your complaints were the schedules? A. Well, as far as the complaints are concerned, I did mention the schedule as a part of my complaints.

27 Q. All right, sir. What else did you mention as a part of the complaints in the plant? A. It was the fact that the Sunday work--

Q. Sunday work? A. Yes, sir.

Q. Did you say anything about getting double time for Sunday work? A. I mentioned the fact to him that I knew that the, from his telling me and Guy Wheeles and George Hickey telling me that they got double time in the Lofkin Plant on Sunday.

Q. S you and Mr. Horton had roughly an hours discussion about the complaints of the men in the plant, is that what you are saying now? A. No, sir.

Q. How long did this discussion about the complaints of the people in the plant take place?

MR. MC HUGH: I object to that. He is characterizing the testimony of the Witness and doing it in an improper and inaccurate fashion.

MR. PROWELL: This is cross examination, Mr. Examiner.

MR. MC HUGH: It still has to be an accurate restatement of the Witness' direct testimony.

MR. PROWELL: I am asking the Witness a question, did this
28 happen and he certainly is in a position--

TRIAL EXAMINER: This is something about how long. What was the question?

MR. MC HUGH: The question was, did you complain for an hour in effect. That was the question.

MR. PROWELL: No, that wasn't the question.

TRIAL EXAMINER: Read the question, please.

(Question read.)

TRIAL EXAMINER: Objection overruled. Can you say how long the discussion of the complaints took place?

THE WITNESS: I would say about--so far as exactly--knowing exactly how long it would be hard to say.

MR. MC HUGH: Keep your voice up, Mr. Bryant.

THE WITNESS: It would be hard to say exactly how long. I could say maybe about how long but I couldn't say exactly how long. It lasted some time.

Q. (BY MR. PROWELL:) All right, sir. Now, you said that when you left the press to go into the cafeteria that you went by and reported to Mr. John Thomas that you were leaving the job? Was that your testimony? A. Not reported.

Q. Well, you told him, didn't you, isn't that what you said?
A. I went by and told him I got to go in the room and kept right on
29 walking.

Q. Mr. John Thomas was the man in charge of the press at that time that night, is that true? A. He was the man in charge that night, yes, sir.

Q. All right, sir. And you told him that you had to go in there to talk to Mr. Horton? A. I just said, "I got to go in the lunchroom" and I just went right on by.

Q. All right, sir. Mr. Bryant, where were you when you signed General Counsel's Exhibit 5? A. I was in the Dixie Color Printing Plant out there. I was in the locker room or dressing room.

Q. And who gave it to you? A. I don't recall who gave it to me.

Q. And who did you give it back to? A. I suppose it was the same one that gave it to me, but I don't recall who it was.

Q. You don't remember? A. It was an employee.

Q. Do you remember what day it was? A. I would say it was on or about the 16th or 17th, somewhere along in there.

TRIAL EXAMINER: Of November?

THE WITNESS: Yes, sir.

Q. (BY MR. PROWELL:) What time of the day, do you know?

30 A. It was--

Q. Or night? A. It was in the day. I was trying to remember what shift I was on that day. It is hard to remember.

MR. PROWELL: I have nothing further.

MR. MC HUGH: No questions.

TRIAL EXAMINER: The Witness is excused.

(WITNESS EXCUSED.)

MR. MC HUGH: I call Grover Blankenship to the witness stand, please.

Whereupon,

GROVER BLANKENSHIP

was called as a witness by, and on behalf of General Counsel, having been duly sworn, was examined and testified as follows:

TRIAL EXAMINER: Give us your name and address?

THE WITNESS: Grover Blankenship. I live at Route 2, Box 144D2, Sylacauga.

DIRECT EXAMINATION

Q. (BY MR. MC HUGH:) By whom are you employed, Mr. Blankenship. A. Dixie Color Printing Corporation.

Q. When were you hired by the company? A. August of 1963.

31 Q. What is your job? A. Press man.

Q. Are you on strike at the present time? A. Yes.

Q. Did you go out when the strike began? A. Yes, sir.

Q. I show you a document marked as General Counsel's Exhibit 3 and ask you if your signature appears thereon? A. Yes, sir, it does.

Q. Exactly where does it appear on there? A. It is in the right-hand column the 6th from the bottom.

Q. Do you recall where you were when you signed it? A. I was in the locker room at Dixie Color Printing Corporation.

Q. Do you recall who asked you to sign it if anyone? A. No, sir, I don't recall who asked me.

Q. Did anyone ask you to sign it? A. No, sir, I just--I heard the petition was going around and I went in there to sign it.

Q. Where was it when you got it? A. It was in the locker room.

Q. Whose locker room? A. Well, it was all in one big room and somebody was in there with it so I just went in there and signed it.

32 Q. Do you recall who had it? A. No, sir.

Q. Did you have any conversation with any company official about the Union? A. Yes, sir, I have.

Q. Who was that? A. Leck Horton.

Q. When was this conversation? A. It was on or about November 20th.

Q. What time? A. It was around 10:30.

Q. Evening? A. Yes, sir.

Q. Was Leck Horton working that night? A. No, sir, he wasn't.

Q. Was he in street clothes? A. Yes, sir.

Q. How did the conversation begin? A. He called me off to the side of the press room and about the first thing I remember him saying was this took me by complete surprise. It all hit me right in the face. He said, "Why are all you men dissatisfied."

Q. Did you make a reply to that, Mr. Blankenship? A. Well, I told him, I started to telling him why we were dissatisfied.

33 Q. What did you tell him? A. I told him the Sunday work was one of the reasons we were dissatisfied.

Q. What did he say to that? A. He said after I told him the work schedule was another reason, he said we can, what if we can cut out Sunday work and get a representative from each shift to meet with Mr. Clinton once a month to work out our problems, would that satisfy you and I told him, no.

Q. Do you recall anything else that was said at that time? A. No, sir.

Q. How long did the conversation take place? A. About 10 minutes.

Q. Following that time, did any employee talk with you about the Union? A. Yes, sir.

Q. Who was that? A. Bobby Norred.

* * * * *

34 Q. After the conversation with Bobby Norred did you later meet with any company official? A. Yes, sir.

Q. Who was that? A. Mr. Clinton.

Q. All right, sir, now, tell us about that meeting? When did it occur? A. It was about November 24th.

Q. Where was the meeting? A. It was held at Mr. Harry Applebee's house.

Q. Do you know who Harry Applebee is? A. He is an official of Parker Fertilizer.

Q. Is that a plant in Sylacauga? A. Yes.

Q. How were you made aware of such a meeting? A. By Bobby Norred.

35 Q. What did he tell you? A. He came up to me that night and said he was going to see Mr. Clinton the next day.

Q. Did he tell you the purpose of going to see him?

MR. PROWELL: Wait a minute, Mr. Examiner, we are going to object to this. This is a conversation between two rank and file employees.

TRIAL EXAMINER: Did he say anything about your going to see Mr. Clinton?

THE WITNESS: He asked me, did I want to go with him.

TRIAL EXAMINER: And you went as a result of that conversation?

THE WITNESS: No, sir, not that night. The next morning I did.

MR. PROWELL: I object to this. This is just as objectionable as to whether you ask it or whether Mr. McHugh does.

TRIAL EXAMINER: It is all preliminary. Go ahead, let's have the conversation with Mr. Clinton at Mr. Applebee's house.

MR. MC HUGH: If you would like the Witness to leave the room I will state the purpose of the preliminary questions, but they do have a bearing on this employee's presence at such a meeting.

36 TRIAL EXAMINER: The point is they were not said in the presence of an official of the Respondent so the Respondent can't be held to be responsible for those statements. That is the basis for the objection.

MR. MC HUGH: Well, sir, my question is this, Mr. Examiner. It goes to the testimony that would show that this employee arranged a meeting with Mr. Clinton and other towns people and that this employee was solicited to attend such a meeting. At least in that connection--

TRIAL EXAMINER: The Witness or the other employee?

MR. MC HUGH: The other employee arranged the meeting. At least in that connection the employee, Bobby Norred, was an agent of the company for that purpose.

MR. PROWELL: Mr. Examiner, there is no allegation in the complaint to cover any such thing, number 1.

MR. MC HUGH: For the factual--

MR. PROWELL: Let me get through Mr. McHugh. Number 2, this is the rankest kind of a hearsay proposition. He is seeking to prove something by the back door.

TRIAL EXAMINER: Let's take what happened at the meeting and
then see if that makes it admissible, something that occurred prior to
37 it that caused this Witness to go to the meeting. You have not, I
think, established how this Witness happened to go to the meeting.

MR. MC HUGH: That is what I am trying to do, but, Your Honor is prohibiting me.

TRIAL EXAMINER: How did you happen to go to the meeting?

THE WITNESS: Bobby Norred came over to my house the next morning.

TRIAL EXAMINER: And that is how you happened to go to the meeting?

THE WITNESS: Yes, sir.

Q. (BY MR. MC HUGH:) And he asked you to go to the meeting? A. Yes, sir.

TRIAL EXAMINER: And so you went?

THE WITNESS: Yes, sir.

Q. (BY MR. MC HUGH:) What did Bobby Norred say to you when he asked you to attend?

MR. PROWELL: I object to this.

Q. (BY MR. MC HUGH:) Did Bobby Norred state the purpose of the meeting?

TRIAL EXAMINER: I will sustain the objection.

Q. (BY MR. MC HUGH:) All right, sir, did you go to a meeting?

38 A. Yes, sir.

Q. Who was there? A. When I got there, Mr. Joe Dark was there.

Q. Who do you know Mr. Dark to be? A. He is the former employer of Sylacauga.

Q. Is he also a resident of Sylacauga at the present time? A. Yes, sir, I think so.

Q. Who else was there? A. Mr. Harry Applebee was there.

Q. Who else? A. Guy Wheeles.

Q. Who is Guy Wheeles? A. He is an employee of Dixie Color Printing.

Q. Is he a head pressman? A. Yes, sir.

TRIAL EXAMINER: Did you say what Applebee was?

THE WITNESS: Yes, sir.

TRIAL EXAMINER: What was his job?

MR. MC HUGH: He is an official of Parker Fertilizer.

Q. (BY MR. MC HUGH:) Tell us what was said at that conversation relative to the Union? A. Well, Mr. Dark brought out a piece of paper and he had the pay rates of the Union in Birmingham and Anniston
39 on them and he compared them with the wages and he said we were getting better money than these Unions--

MR. PROWELL: I object, Mr. Examiner, to what Mr. Dark said.

TRIAL EXAMINER: Was Mr. Clinton present?

THE WITNESS: Not at this time.

MR. PROWELL: I move to strike.

MR. MC HUGH: But Mr. Examiner, Guy Wheeles was there who the Respondent contends is a supervisor.

MR. PROWELL: And you contend he isn't one.

MR. MC HUGH: That is exactly right. I think the entire conversation should be elicited in order to show nothing more than the circumstances under which the conversation took place. I don't contend that anything in this bears as specific 8(a)1 conduct, but I do contend that it bears on the 8(a)5 question and the case asserted good faith doubt.

MR. PROWELL: Mr. Examiner, this is farfetched.

TRIAL EXAMINER: Let's find out what happened when Mr. Clinton came and then I will see if--let's go back.

Q. (BY MR. MC HUGH:) You stated that Mr. Clinton was not there at the present time. Were you told that he would be there? A. Yes, sir.

40 MR. PROWELL: I object to what he was told. The Trial Examiner instructed Mr. McHugh to ask him what happened when Mr. Clinton was there.

TRIAL EXAMINER: I will sustain the objection.

Q. (BY MR. MC HUGH:) After a preliminary discussion with Mr. Dark did you say anything about Mr. Clinton's presence?

MR. PROWELL: I object. The Trial Examiner has given a specific instruction as to what General Counsel is to have the Witness testify to and this does not conform to that instruction.

TRIAL EXAMINER: I will sustain the objection. You may ask--let me ask the question.

Later, on that same evening, Mr. Clinton came?

THE WITNESS: Yes, sir.

TRIAL EXAMINER: How long after you got there did Mr. Clinton come?

THE WITNESS: 15 minutes.

TRIAL EXAMINER: And--all right, now, tell me everything that happened when Mr. Clinton arrived?

THE WITNESS: Well, Guy Wheeles told Mr. Clinton that the reason some of the men were dissatisfied was working on Sunday and the way the schedule was operated.

41 Mr. Clinton said, "Well, we could have cut out Sunday work, but I would have had to lay some men off," and I didn't quite understand him.

I asked him again and he said, "Well, just---I had to lay some men off," and then Mr. Clinton said, "The Union is not going to pay you boys any strike benefits of 85 and $90.00 a week," and he said, "Mr. McFee would tell us anything, that he was going to get 75% of our Union dues for a year and I asked Mr. Clinton what was he going to offer.

TRIAL EXAMINER: What was he going to offer?

THE WITNESS: Offer the men to satisfy them. And then he got up and made a phone call, and he talked for a few minutes on the phone and all I heard him say on the phone was that "I talked with your father earlier this morning," and he named Guy Wheeles.

Then he hung up the phone and in a few minutes later he got a phone call back and he asked us to step outside.

He talked on the phone several minutes, a long time, and when he did ask us to come back in, he said, "All I can tell you to do is to get some competent advise," and he walked outside with Mr. Dark and they talked a minute or so and then Mr. Dark came back in, and then Mr. Dark pulled out a piece of paper and said, "This is how you can get out

42 of the Union."

He said, "If you will write this language in your own handwriting and sign your name to it and send a copy to Mr. Clinton and one to your Union Representative and keep one, this will get you out of the Union."

I told him that I didn't think I was going to get out.

MR. PROWELL: That I--wait a minute. What was that?

THE WITNESS: I told him I wasn't going to get out, and I left.

MR. PROWELL: Did I understand the Witness to say Mr. Clinton had gone and left and was not present when this took place?

TRIAL EXAMINER: Yes, sir.

MR. PROWELL: I move to strike.

TRIAL EXAMINER: I will deny the motion. Would you please read the several sentences about how he could get out of the Union?

(QUESTION READ.)

TRIAL EXAMINER: He handed you a piece of paper that had something written on it?

THE WITNESS: He didn't hand it to me. He had it in his hand.

TRIAL EXAMINER: He didn't hand it to you?

THE WITNESS: No, sir, I didn't see what it said.

43 TRIAL EXAMINER: You didn't read it?

THE WITNESS: No, sir, I didn't.

TRIAL EXAMINER: Was it written --

MR. PROWELL: You are assuming, Mr. Examiner. I object to the assumption. You are assuming there was something written on the paper. It could have been blank.

TRIAL EXAMINER: Was there something written on it?

THE WITNESS: He just said, "If you will write this in your own handwriting and sign your name it will get you out of the Union." I didn't read it.

TRIAL EXAMINER: Was there anything written on the paper?

THE WITNESS: I couldn't tell you.

TRIAL EXAMINER: You didn't see it?

THE WITNESS: No, sir, he held it up like this. (Indicating)

Q. (BY MR. MC HUGH:) Mr. Blankenship, do you know how Mr. Clinton happened to be there? A. Mr. Dark called him.

Q. In your presence? A. Yes, sir.

Q. At that time? A. Yes, sir.

44 Q. What prompted--at whose request, if anyone, did he call Mr. Clinton? A. Well, I told Mr. Dark, I said, "I thought Mr. Clinton was going to be here."

Q. What did he say to that? A. He said, "I will call him."

Q. And he did in your presence? A. Yes, sir.

TRIAL EXAMINER: What did he say? What did Mr. Dark say?

THE WITNESS: When he first called Mr. Clinton he left a message and then Mr. Dark sat back down and then he got a call back and in a few minutes later Mr. Clinton showed up.

TRIAL EXAMINER: Did you overhear the conversation that Mr. Dark had over the telephone?

THE WITNESS: No, sir, not all of it. All I heard him say was he wanted to leave a message.

TRIAL EXAMINER: When he got called back, did you hear that conversation?

THE WITNESS: No, sir.

Q. (BY MR. MC HUGH:) Did Mr. Dark tell you who it was that he received a call from?

MR. PROWELL: I object to this, Mr. Examiner. We have already established what happened.

45 MR. MC HUGH: He can answer the question.

MR. PROWELL: Wait a minute, Mr. McHugh. This constitutes an attempt to lead the Witness into something new. Besides, this is something that took place outside the hearing of Mr. Clinton and Mr. Clinton was not a party to it and the Witness has already established that they called Mr. Clinton and asked him--well, Mr. Dark did, and asked him to come down there to--apparently a meeting between this employee and some other people.

TRIAL EXAMINER: I will permit a question as to whether, when Mr. Dark came back from the telephone call that he received, whether he said anything there. Did he?

THE WITNESS: I don't recall what he said.

TRIAL EXAMINER: All right.

Q. (BY MR. MC HUGH:) All right, sir. What time was this during the day? A. Around 10:00 o'clock.

Q. This was after you had gotten off the midnight shift? A. Yes, sir.

Q. 10:00 A.M.? A. Yes, sir.

Q. Now, what did Bobby Norred tell you when he asked you to go to that meeting? 46

MR. PROWELL: I object to this, Mr. Examiner. What Mr. Norred told him has nothing to do with this.

MR. MC HUGH: Mr. Examiner, I think we have shown this is a relevant matter and I think I am now permitted to inquire as to just how the meeting was arranged and how this employee was solicited and by whom, for what purpose, and at whose direction.

TRIAL EXAMINER: I will take this testimony. I will overrule the objection. You may tell me how you happened to go to that meeting and the conversation with Bobby Norred.

THE WITNESS: When he came over to my house I was asleep and when I got up he said that he had been to see Mr. Clinton and Mr. Clinton had said if he would get out of the Union he would sign a statement saying he would not fire him if he did get out and he would offer me the same thing.

Q. (BY MR. MC HUGH:) Bobby Norred told you that? A. Yes, sir.

MR. PROWELL: I object to this and move to strike it. The proper person to testify with respect to this is Mr. Norred.

TRIAL EXAMINER: I agree, but I am taking this, not for the truth of that statement, but for anything that Mr. Norred said about setting up a meeting at Bobby Applebee's house.

47 Q. (BY MR. MC HUGH:) All right, sir, continue with respect to what he said about the meeting. A. He said there was going to be a meeting at Mr. Harry Applebee's house and Mr. Joe Dark would be there and Mr. Clinton and Mr. Guy Wheeles would be there.

Q. Did he state to you the purpose of that meeting; Bobby Norred?

MR. PROWELL: I object. He has already testified to it one time.

TRIAL EXAMINER: I don't think he has. I don't think I permitted it. What purpose did he say?

Q. (BY MR. MC HUGH:) If anything? A. Well, he said Mr. Clinton would sign that thing saying--well, one thing Norred said Mr. Clinton would put in writing anything that you wanted and he would sign it. That is all he said.

Q. When the reduced work schedule--

TRIAL EXAMINER: Excuse me, let me ask another question about that meeting. Have you named everybody who was at this meeting?

THE WITNESS: Yes, sir.

TRIAL EXAMINER: Was Bobby Norred at the meeting?

THE WITNESS: Yes, sir.

48 TRIAL EXAMINER: Do you know how they happened to select you to go to that meeting?

THE WITNESS: No, sir.

TRIAL EXAMINER: How you happened to be selected to go to that meeting?

THE WITNESS: No, sir.

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Q. (BY MR. MC HUGH:) When the reduced work schedule was posted, Mr. Blankenship, did you lose any time? A. Yes, sir, I did.

Q. How much time? A. All except I worked about 2 days in 3 weeks.

Q. Well, how many days a week would that mean that you were cut back? A. Well, I was scheduled to work one day the first week and then I was called in and worked one day for a boy that was sick and that was all.

Q. Did you discuss the cut-back with any supervisor or any company official? A. No, sir.

Q. Had you ever been laid off before or cut back in your work before? A. No, sir.

* * * * *

49 Q. All right, sir. I show you a document marked as General Counsel's Exhibit 6 and ask you if your signature appears on there? A. Yes, sir, it does.

Q. Exactly where? A. In the lefthand column the 4th line down.

Q. Do you recall where you were when you signed it? A. Yes, sir.

Q. Did other employees sign it with you at that time? A. Yes, sir.

MR. MC HUGH: That is all of the questions I have, Mr. Examiner.

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50 CROSS EXAMINATION

Q. (BY MR. PROWELL:) Mr. Blankenship, your memory of what took place at the time that you talked to Mr. Dark and later to Mr. Clinton has gotten a little hazy since then, has it not? You don't remember in detail everything that happened and who said what, do you? A. I don't know what you are talking about.

Q. Well, you made 2 statements, you gave 2 affidavits or made 2 statements, one of which was an affidavit about what took place at that time, didn't you, some months ago? A. Yes, sir.

Q. You made one of them in January, 1965, to Mr. McHugh and you made one, another one, I assume prior to that time. Do you remember making both of them? A. Yes, sir.

Q. When did you make that first one? A. I don't recall the date.

51 Q. Well, was it before or after the one that you gave Mr. McHugh? A. It was before, I believe.

Q. Would you say that your memory was considerably better at that time of what happened than it is today? A. I don't know.

Q. Well, do you think it is better today than it was back then? A. I don't know.

Q. You don't know? Well, did you put in those statements everything that happened as far as you knew? A. To the best of my knowledge, yes, sir.

Q. I want to ask you if it isn't true that you went to the meeting with Mr. Dark with the understanding that you were going there for the purpose of getting out of the Union or seeing about getting out of the Union? A. I don't know for what reason, really.

Q. You don't know for what reason? A. (Witness nodded negatively.)

Q. Didn't Mr. Norred tell you that he was going to meet with them for the purpose of getting out of the Union and didn't you tell him that you did not want to get out of the Union? A. In the first meeting,
52 I think --

Q. I mean prior to the meeting, before you went there? A. No, all Norred told me was that he was going to see Mr. Clinton and did I want to go.

Q. Wasn't Mr. Norred, at this time, talking to you and telling you that he was against the Union? A. He did.

Q. And you told him that you didn't want to go see Mr. Clinton about getting out of the Union? A. That is right.

Q. But you did go, didn't you? A. Yes.

Q. You went over to see Mr. Dark, right? A. Yes, sir.

Q. And Mr. Norred told you that he was going over there because Mr. Clinton had said that he would put it on paper, that he would not fire him if he got out of the Union? A. Among other things.

Q. So, then, you were going over there for the purpose of trying to get Mr. Clinton to put down on paper if you got out of the Union that you would not be fired, isn't that true? A. No.

53 Q. Sir? A. No, sir.

Q. Didn't you put in your affidavit that you were going over there for the purpose that Mr. Clinton would put on paper that he would not fire him if he got out of the union? A. That is what Bobby said.

Q. That is what I say. Wasn't that the purpose for which you were going over there to try to meet with Mr. Clinton? A. I also put there that I was willing to listen to what he had to say.

Q. All right. But you also went for the purpose of trying to get Mr. Clinton to put down on a piece of paper that he wouldn't fire you if you got out of the Union, right? A. No, sir.

Q. All right, didn't you also say in your affidavit that Mr. Norred said that Mr. Clinton would offer me the same thing, meaning a piece of paper on which he signed saying he would not fire you if you got out of the Union? A. That is what he said.

Q. That is what Mr. Norred told you before you went to the meeting, right? A. Yes, sir.

54 Q. All right, sir. Then you say, isn't it true that Mr. Norred then asked you to go over to Mr. Applebee's house to talk to Joe Dark? A. Yes, he asked me.

Q. And you went over there, didn't you? A. Yes, sir.

Q. Now, Mr. Dark was the one who pulled out a piece of paper with the rates on it with respect to Birmingham, Atlanta and some other places, isn't that true? A. Yes.

Q. Mr. Dark was the one who was talking to you about getting out of the Union, right? A. Yes.

Q. Mr. Dark was the onewho told you that the Union was not going to pay you any 90 dollars a week strike benefits, isn't that true? A. At that time, yes, sir.

Q. All right. He told you the Union dues would be 5% of your monthly salary? A. Yes, sir.

Q. That you would pay him around $30.00 a month? A. Yes, sir.

Q. All right, sir, and then at that point Mr. Dark then brought out a piece of paper, a piece of paper that you described in your other
55 testimony, earlier testimony, in which he told you that you could sign a piece of paper if you wanted to and turn it in and get out of the Union by sending one copy to the Union and one copy somewhere else, is that right? A. In my own handwriting.

Q. And it happened at that time before Mr. Clinton got there, right? A. Yes, sir.

Q. All right, and you refused to do it. You told him first you wanted to get Mr. Clinton on a piece of paper? A. No, I didn't say that.

Q. What did you say? A. I said I thought Mr. Clinton was going to be here.

Q. All right, you thought Mr. Clinton was going to be there and, also said, did you not, that you wanted Mr. Clinton to come down there and sign that piece of paper? A. No, sir.

Q. Didn't you tell him, state that you wanted to know what Mr. Clinton had to offer? A. Yes, sir.

Q. And Mr. Dark then told you that he would call Mr. Clinton
56 and get him and see if he could get him down there? A. Yes, sir.

Q. And he did call Mr. Clinton, didn't he? A. Yes, sir.

Q. And he didn't get him the first time, right? A. No, sir.

Q. So he left word and Mr. Clinton or somebody called him back, right? A. Yes, sir.

Q. Some time after that Mr. Clinton came? A. Yes, sir.

Q. When Mr. Clinton got there, then, Guy Wheeles told him that the men were dissatisfied because of Sunday work and no premium pay for Sunday work, isn't that right? A. That is one of the reasons, yes, sir.

Q. Did he say anything more? A. The scheduling.

Q. The scheduling? A. Yes, sir.

Q. Now, Mr. Clinton told you that he didn't realize that everybody was dissatisfied? A. Yes, sir.

Q. Then you asked Mr. Clinton if he would cut out the Sunday
57 work, right? A. No, he said it.

Q. Didn't you ask him if he would cut it out? A. Mr. Clinton said if I knew--

Q. Just answer my question, please? A. Mr. Clinton said that he would cut it out but he would have to lay some men off.

Q. But first, didn't you ask Mr. Clinton if he would cut out the Sunday work? A. Yes, sir, I think I did.

Q. All right. Then he told you that if he did that he would have to lay some men off, right? A. Yes, sir.

Q. Then you again asked Mr. Clinton what he was going to offer you, right? A. Yes, sir.

Q. And he told you that before he would say anything more that he had to make a phone call? A. Yes.

Q. He made a phone call, right? A. Yes.

Q. Long distance? A. Yes, sir.

Q. Then he got a second call? A. Yes.

58 Q. A few minutes later? A. Yes, sir.

Q. When he got through with that second call, he came back out there and told you, he said, "The only thing I can tell you is to get yourself some competent advice." A. Yes, sir.

Q. Now, that was the entire conversation that you and I just went through, wasn't it? A. Just about, yes, sir.

Q. Well, that is all you recall it in your affidavit, wasn't it? A. Yes, sir.

Q. And that is all that happened? A. That is all I recall happening.

Q. All right, sir. And that was the sequence of it which we just gave, wasn't it? A. That is all I recall, yes, sir.

Q. All right. Now, at that point Mr. Clinton left, right? A. Yes, sir.

Q. Then you and Norred and the rest of them left? A. Yes, sir.

Q. That ended the conversation? A. I mean we talked to Dark and then left.

59 Q. You talked to Mr. Dark? A. He talked to us.

Q. He talked to you? A. Yes.

Q. Well, you had already been given a sheet of paper which you told him, which he said you could sign and get out of the Union and you told him you was not going to sign it until you got some promise from Mr. Clinton, isn't that right? A. No, sir.

Q. I said, didn't that happen? A. He didn't give me a piece of paper, no, sir.

Q. Well, he showed it to you, didn't he or held it up? A. He had one.

Q. He offered to give it to you, wasn't that right? A. Yes, sir.

Q. And you refused it? A. Yes, sir.

Q. So I assume you never did sign a withdrawal from the Union, did you? A. No, sir.

Q. So the rest of you went on your way? A. Yes, sir.

Q. All right, now, let's get to the conversation you say you had
60 with Mr. Horton about November 20th.

Let's see if this is what happened. You were working in the press room and Mr. Horton called you aside and brought up the conversation, right? A. Yes, sir.

Q. The first thing he said to you was he wanted to know why "we were dissatisfied." A. That was one of the things he said.

Q. Well, is that the first thing he said to you or not? A. That or he said this took me by complete surprise.

Q. He said this a little later, didn't he? A. No, sir, he said it along about then.

Q. All right. You told him that Sunday work and the scheduling and the practice of calling in men to work on their off hours to take over for men who were sick without paying them for overtime was one of the complaints, right? A. Yes, sir.

Q. And Mr. Horton then said, "If we get a representative from each shift to meet with Mr. Clinton to work out our problems and if we could cut out Sunday work, would that satisfy you," was that the next thing he said? A. Yes, sir, as I recall.

61 Q. All right, and you replied to him, "No, that it has already gone too far?" Isn't that true? A. Yes, sir.

Q. Then didn't you make this statement in your affidavit. "To the best of my knowledge, Horton had nothing else to say at that time." A. Yes, sir.

Q. That was all of the conversation? A. That is all I recall.

Q. All right, sir. That is all you recall at this time, right? A. To the best of my knowledge.

Q. All right. So then nobody mentioned the word Union in the conversation you had with Mr. Horton in any way, did they? A. He didn't exactly say Union.

Q. All right, sir, and you didn't either? All you were talking about was complaints, right?

MR. ADAIR: Objection.

TRIAL EXAMINER: Well, I will sustain the objection. I will sustain the objection.

Q. (BY MR. PROWELL:) All right, sir. Well, any way, that was the discussion that you had. You just described the whole discussion, did you not? A. To the best of my knowledge.

62 Q. All right. I want to go back to one thing in the time that you were talking at Mr. Dark's or with Mr. Dark, you say Mr. Clinton made a telephone conversation, a long distance call? A. Yes, sir.

Q. Was it during this long distance call when he said, "I talked to your father this morning"? A. The first one, yes, sir.

Q. The first long distance call? A. Yes, sir.

Q. He wasn't talking about Mr. Wheeles' father or Mr. Norred's father so far as you know? A. All I heard him say is what I said.

Q. He was talking on long distance? A. Yes, sir.

Q. You said, Mr. Blankenship, that you work in the press room the entire time you worked for the company? A. Yes, sir.

Q. You have on occasions been transferred to other areas in the plant, have you not? A. One time the press was down they put me in the mailing room for about 2 hours.

Q. Well, it is customary, is it not, that when you are needed, to
transfer people, you and others into other areas? A. I don't know. I
63 work in the press room.

Q. It happens, does it not? A. I have seen different people work in different departments.

MR. PROWELL: I think that is all. Excuse me just a minute.

Q. (BY MR. PROWELL:) Where were you when you signed General Counsel's Exhibit 3? That is this first petition? A. I was at Dixie Color Printing.

Q. Where were you? A. In the locker room.

Q. Who gave you the petition? A. I don't recall who handed the petition to me.

Q. Well, who did you give it to when you got through with it? A. The same person, I imagine.

* * * * *

68 HUGH HICKEY

was called as a witness by, and on behalf of General Counsel, having been duly sworn, was examined and testified as follows:

TRIAL EXAMINER: Give us your name and address?

THE WITNESS: Hugh Hickey, 409 West Spring Street, Sylacauga, Alabama.

DIRECT EXAMINATION

Q. (BY MR. MC HUGH:) By whom are you employed, Mr. Hickey? A. Dixie Color Printing.

Q. When were you hired by the company? A. April 25th, 1963.

Q. Are you on strike at the present time? A. Yes, sir.

Q. Did you go out on strike when it began? A. Yes, sir.

Q. You have been on strike continuously during that period of time? A. Yes, sir.

Q. What department do you work in? A. Shipping Department.

TRIAL EXAMINER: Is that sometimes called the mail room.

69 THE WITNESS: Yes, sir.

Q. (BY MR. MC HUGH:) Who is in charge of the Shipping Department? A. Leck Horton.

Q. Have you worked in other departments in the plant? A. Yes, sir.

Q. What other departments have you worked in? A. Well, it is Library Sterotype work.

Q. How long did you work in there? A. Well over a year.

Q. Who was your supervisor when you worked in there? A. Frank Foster.

Q. Have you worked in other departments? A. Well, back in the shipping line.

Q. This is the second time you have been in shipping? A. Yes.

Q. How long have you been in shipping? A. This last time?

Q. Yes, sir. A. 3 months.

Q. All right, sir. I show you General Counsel's Exhibit 3 and ask you if your signature appears on it? A. Yes, sir.

Q. Exactly where does it appear on there, Mr. Hickey? A. It
70 is the third from the lefthand--third from the bottom on the left-hand side.

Q. All right, sir. Do you recall signing that? A. Yes, sir.

Q. Where were you when you signed it? A. Let me look at this a minute. I was--

Q. This is the first petition? A. --I was at the home of my brother.

Q. Who is your brother? A. George Hickey.

Q. George Hickey? A. Yes.

Q. What was said to you at that time, relative to the petition? A. Well, the petition was explained to me and the reason for it and I was asked if I wanted to sign it.

Q. Who explained it to you? A. Well, there were 2 or 3 sitting there and it was at different times each one explained it. I don't recall.

Q. Do you recall who was there? A. Yes, sir, my brother, George Hickey, and if I am not mistaken, Mr. McFee was there and several other boys that is on strike. I don't recall.

Q. Have you ever had any conversation with any company official
71 concerning the Union? A. Yes, sir.

Q. With whom was that? A. Leck Horton

Q. Do you recall approximately when this conversation occurred? A. It was either a day before or a day or two after the first petition went into the company.

Q. All right, sir, where did it take place? A. In the Blanket Room.

Q. In the Blanket Room? A. Yes.

Q. Where is that? A. That is where they keep their blankets that go on the press.

Q. What time of the day was it? A. It was after dinner time, somewhere around 1 or 2 o'clock.

Q. Was anybody else present? A. No, sir.

Q. Tell us what was said between you and Mr. Horton. A. Well, we were sitting in the cafeteria and he asked me to come into the Blanket Room that he wanted to talk to me.

So I went in and he handed me a piece of paper and it had "Job
72 Security" wrote on the top and the best that I can recall, it went down there to tell you that you had just as much job security without a Union as you did with a Union, and after I read that, why, we talked about, he was telling me that the different places that he had worked and that he felt that he had always had as much job security without a Union as he did with a Union. He mentioned Rudsill. He said that he had worked there, and the reason that he felt like that they had closed down or something, about that, that it was Union, or something, pertaining to the Union was the reason that he felt--

Q. Try to recall exactly what he said about Rudsill Foundry, Mr. Hickey? A. Well, the best I can recall he said the reason that it closed down was because of the Union.

TRIAL EXAMINER: Where is that?

THE WITNESS: Well, I am not sure--I think he is talking about the one in Sylacauga or either in Anniston. I believe it was here in Sylacauga.

TRIAL EXAMINER: There is a Rudsill Foundry in Sylacauga?

THE WITNESS: Well, it must have been Anniston. Now, well, it must have been in Anniston. He never stated the place where it was at. I figured it might have been in Sylacauga but it could have been in
73 Anniston.

Q. (BY MR. MC HUGH:) Do you recall anything else that was said during that conversation? A. He told me, well, --he did tell me when I started to leave to be sure I wouldn't make a mistake and I figured he meant by joining the Union.

MR. PROWELL: I object to what he figured.

Q. (BY MR. MC HUGH:) Just testify to what--

TRIAL EXAMINER: It may be stricken.

Q. (BY MR. MC HUGH:) --the statements are, Mr. Hickey? A. He told me to be sure I wasn't making a mistake.

Q. All right, sir. Did you ever have any conversation with Wilbur Holmes about the Union? A. Yes, sir.

MR. PROWELL: We object to this, Mr. Examiner. There is an issue as to whether Mr. Holmes is a supervisor and he is trying to put the cart before the horse. We think that General Counsel should be required to submit its proof with respect to the status of this man before he clutters up the record with a lot of extraneous matter.

MR. MC HUGH: Didn't we have a tentative agreement, Mr. Examiner, that I would put on my 8(a)1 Witness first and have testimony
74 concerning other matters after this occurred?

MR. PROWELL: There is no agreement that permits such leeway, Mr. McHugh. We had no intention of permitting you to use an understanding of that nature for this purpose.

TRIAL EXAMINER: I take it you are going to put on testimony as to the--

MR. MC HUGH: Of course we are, sir.

TRIAL EXAMINER: --alleged supervisory position of Mr. Holmes?

MR. MC HUGH: We will do so, sir.

TRIAL EXAMINER: Is there any reason why this Witness could not be recalled after this to testify concerning the statements?

MR. MC HUGH: None at all except my understanding was that I would put on the Witness to testify on alleged 8(a)1 conduct and I have rescheduled my trial preparation in order to suit the fancy of the company and I--

MR. PROWELL: You are not suting my fancy. Let's get something understood right now.

TRIAL EXAMINER: Are there any other 8(a)1 Witnesses concerning Holmes we would run into this problem?

MR. MC HUGH: Yes, sir, there are.

75 TRIAL EXAMINER: With respect to the pressmen?

MR. MC HUGH: This is not a pressman. This is a Chief Electrician.

TRIAL EXAMINER: I understand.

MR. MC HUGH: There are several Witnesses who will testify to statements made by Mr. Holmes and if I am to reschedule and reshuffle my appearances of Witnesses it will take some time. I have them prepared at this point and I would like to be asked--I would like to be allowed to go forward with it.

MR. PROWELL: Mr.--

MR. MC HUGH: If I do not prove the allegations, very well, but if I do it doesn't make any difference when they come in in my opinion.

MR. PROWELL: Mr. Examiner, so far as we are concerned, we are not willing to waive our rights with respect to this issue, now.

MR. MC HUGH: He is not waiving anything, Mr. Examiner. Whether or not --

MR. PROWELL: We certainly are --

MR. MC HUGH: --the 8(a)1 statements come in now or later, if
before the end of the hearing testimony is adduced relative to the
supervisory duties of this man, it makes no difference whether it comes
in now or later, particularly in light of the understanding that we had
76 this morning.

MR. PROWELL: Mr. Examiner, I submit to you this is not proper to just make a broad shotgun approach where there is a definite direct issue with respect to this and just clutter up the record and put all of this in there and it is obviously done for the purpose of prejudicing the record.

The proper way to do it is to--where there is an issue of this nature is to put on proof with respect to the issue as to whether you would have an opportunity to make an appropriate ruling.

* * * * *

78 TRIAL EXAMINER: I think, Mr. McHugh, it would be better if we take the testimony as to the supervisory status or the alleged supervisory status of Mr. Holmes before we take anything which he said as a violation of the company.

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79 Q. (BY MR. MCHUGH:) Mr. Hickey, I show you General Counsel's Exhibit 6 and ask you if your signature appears on that? A. Yes, sir.

Q. Exactly where on there does it appear, sir? A. The 4th from the bottom on the righthand side.

Q. Where were you when you signed that? A. Childersburg, Alabama.

Q. At a Union meeting? A. Yes, sir.

Q. Point out your signature to the Trial Examiner, if you will?
80 A. Yes, sir.

MR. MC HUGH: That is all of the questions I have of this witness. Just a minute.

Q. (BY MR. MC HUGH:) Did you ever do any work in the Plating Room of the Sterotype Department? A. Yes, sir.

Q. What exactly is that? A. Well, we nickle the plates.

Q. You what? A. Nickle the plates.

Q. What plates are these? A. Sterotype plates.

Q. Sterotype plates? A. Yes.

Q. Under whose supervision does that operation come under? A. That is under Frank Foster.

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81 CROSS EXAMINATION

Q. (BY MR. PROWELL:) Mr. Hickey, did I understand you to testify that you were at your brother's house, George Hickey, when you signed General Counsel's Exhibit 3? A. Yes, sir.

Q. Do I also understand you to testify that he explained to you what it was all about, and he thought you ought to sign it? Is that true? A. I don't remember saying he explained it to me.

Q. Well, did he explain it to you? A. There was 2 or 3 in the room and they explained it to me. He could have been one of them.

Q. I see, and they told you they thought you ought to sign it? A. No, sir, they didn't--they said it was there to sign.

Q. I see. How many others were there, did you say? A. At the time he was explaining it, I would say there was anywhere from 2 to 3, 2, 3 or 4.

Q. Who were they? A. The best I can remember, it was my brother, Don McFee and there was maybe 1 or 2 more.

Q. Employees of the company, were they? A. Members of the Union. 82

Q. I said employees of the company? Did they work for the company? A. Yes, sir, they worked for the company.

Q. All right. Now, you don't remember who they were by name? A. Not all of them.

Q. I mean either one of the other people that were there besides your brother and Mr. McFee? A. No, sir.

Q. You testified that you had a conversation with Mr. Horton about a piece--and he had a piece of paper about security? A. Yes, sir.

Q. I want to ask you if that conversation didn't take place some time around the middle of December of 1964? A. No, sir.

Q. Are you positive about that? A. It taken place after--around the time the first petition was into the company.

Q. When was that? A. That was approximately November 15th or 16th, somewhere along in there.

Q. All right, sir. Then you are saying, now, that the discussion
83 that you had with Mr. Horton took place possibly a day before the petition was presented? A. A day before or a day after.

Q. Is it true that Mr. Horton told you the following: He said that he had worked at Rudsill Foundry in Sylacauga and he felt like the reason the foundry had closed was because they had tried to go Union? Did he make that statement to you? A. It was either that or similar to that.

Q. And when you testified on direct examination, that is what you were referring to, was that statement, was that true? A. Yes, sir.

* * * * *

Q. (BY MR. PROWELL:) I said, is that the only remark that Mr. Horton has ever made to you concerning the Union? A. Well,
84 he mentioned the places that he had worked, and he did say that he felt that he had as good a job security without a union as he did with a union.

Q. All right, sir. And those are the only two times that you can--that he has ever mentioned the Union to you so far as you can recall now? A. Just except he told me not to be sure I wasn't making a mistake.

Q. He told you to be sure that you was not making a mistake, is that right? A. Yes, sir.

Q. Let me ask you this question. At the time you signed this petition when you were at your brother's house did some other people, other employees of the company come in later, after you signed the petition? A. Yes, sir.

Q. And who where they? A. Well, there was several of us. As a matter of fact, we were having a union meeting at my brother's house that day.

Q. So a number of other employees came in at that time? A. Yes, sir.

Q. And did they sign the petition, too? A. Several of them did.

85 Q. Approximately how many signed it? A. I couldn't say.

Q. Well, give me your best estimate? A. I signed it before they did and I didn't notice who all signed.

Q. Approximately how many were there total before the meeting was concluded? A. I would say around 29.

Q. About 29? A. Close to that.

Q. So far as you know, all of them signed the petition? A. I couldn't say.

Q. Were they given an opportunity to sign it? A. Yes, sir.

Q. Was Mr. Nicholson there? A. I couldn't say whether he was or not.

Q. Mr. John Thomas there? A. I couldn't say.

MR. PROWELL: I have nothing further.

* * * * *

86 JERRY DEES

was called as a witness by, and on behalf of General Counsel, having been duly sworn, was examined and testified as follows:

TRIAL EXAMINER: Give us your name and address?

THE WITNESS: Jerry Dees, 203 East 3rd Street, Sylacauga.

DIRECT EXAMINATION

Q. (BY MR. MC HUGH:) By whom are you employed, Mr. Dees? A. Dixie Color Printing Corporation.

Q. When were you hired by the company? A. September of 1963.

Q. What is your present job? A. Pressman.

Q. Are you on strike at the present time? A. Yes, sir.

Q. Did you go on strike when it began? A. Yes, sir.

Q. Who is your supervisor in the press room? A. Leck Horton.

87 Q. What job do you perform on the press? A. Well, we plate the press and stack papers when they come off the press.

Q. Do you know whether you are classified as a first, second or third assistant? A. No, sir, I have no idea.

Q. Before you is General Counsel's Exhibit 3. Do you recognize it? A. Yes, sir.

Q. Does your signature appear on it? A. Yes, sir.

Q. Exactly where does your signature appear on it? A. The 4th name down on the righthand column.

Q. Do you recall where you were when you signed it? A. Yes, sir.

Q. Where were you? A. At my home.

Q. Who asked you to sign it, Jerry? A. Bobby Gaston brought it to my house.

Q. What did he say to you at the time? A. Well, he just presented the petition to me and asked me would I like to sign it.

Q. Did you sign it at that time? A. Yes, sir.

88 Q. Did you ever have any conversation with Leck Horton concerning the Union? A. Yes, sir.

Q. When was that? A. It was around the 21st of November.

Q. Was this in the daytime or evening? A. It was early in the morning.

Q. Approximately what time? A. I would say 1 to 1:30.

Q. A.M.? A. A.M.

Q. Was Leck Horton working at the time? A. No, sir.

* * * * *

Q. (BY MR. MC HUGH:) This was 1964, was it not? A. Yes.

Q. Where did he talk with you? A. In the cafeteria within the plant.

Q. How did you know that he wanted to talk with you? A. One of the other employees on the shift--

Q. Who was that? A. I believe it was Odell Raughton.

Q. What did he say to you? A. He told me Leck would like to see
89 me in the cafeteria.

Q. Did you go in the cafeteria? A. Yes.

Q. Did you talk with Horton? A. Yes.

Q. Tell us what you recall was said during that conversation? A. Well, he asked me if I didn't think we could hold off on this Union business. I told him no. He asked about the Sunday work, if he could get an agreement with Mr. Clinton to either get the Sunday work cut out or get double time for Sunday, would that do any good, and I told him no.

Q. Do you recall anything else? A. We got discussing the schedule about when we did have extra men on the press they would move them to other parts of the plant.

Q. What did you say about the scheduling? A. Well, I recall one incident in which we had an extra man on the press and --

Q. Is this what you stated to him at this time, sir? A. Yes, sir.

Q. All right? A. That he and Mr. Clinton transferred him to the
90 Shipping Department and he said, I asked him later about and he said it was because they were behind in shipping, and he said when they did have extra men on the press they could use them as they saw fit and since they had the new stackers installed on the press that we were authorized one man per stacker and if there was any extra men they used them as they saw fit.

Q. All right, sir. Do you recall anything else that Mr. Horton said at that time? A. He said that he had just gotten word prior to finding out about the Union talk around the plant that a new press was supposed to be running by March of 1965. He said he didn't know how this Union business would effect the installation of the new press.

Q. Do you recall anything else that he said about that time? A. He also mentioned the fact that our other plant in Anniston which was a Union plant and when there was work to be done, well, everybody got to work, and when there was a cut-back or something, they went by seniority, and he pointed out that I was one of the low men with seniority.

Q. What did you say to that? Do you recall anything else about the conversation with Leck Horton? A. No, sir, not at the present.

91 Q. What, if anything, was said about a committee to meet with Mr. Clinton?

MR. PROWELL: I object to leading the Witness.

MR. MC HUGH: I think I have exhausted his recollection, sir.

TRIAL EXAMINER: Did he say he recalled nothing else?

MR. MC HUGH: He did.

TRIAL EXAMINER: I will permit this. Overruled.

Q. (BY MR. MC HUGH:) Do you understand the question, Mr. Dees? A. Yes, sir. He asked if he got one man from each shift to represent that shift to meet with Mr. Clinton once a month, how would that work and I told him I didn't think, that it would, not now, because we had already joined the Union and we were not going to give up on it now.

Q. You were not going to give up what? A. Were not--well, get out of the Union.

Q. Well, do you recall what you told him in that connection? A. Well, I told him we had gone too far along to back out.

Q. What did he say after that, if anything?

92 MR. PROWELL: I object to that question, Mr. Examiner. This is suggesting to the Witness there was something else and exhausting his recollection.

Refreshing is one thing but this is something else. We object to it.

TRIAL EXAMINER: I believe he said, "if anything."

MR. MC HUGH: Yes, sir.

TRIAL EXAMINER: What else, if anything. I will permit it. Overruled.

Q. (BY MR. MC HUGH:) Do you recall anything else, Jerry? A. No, sir, I don't.

Q. All right, sir. When the cut-back was announced, were you effected by it? A. Yes, sir, I was.

Q. Did you discuss your--well, to what extent were you effected by the cut-back? A. Was cut-back completely.

Q. You don't work any more? A. No, sir.

Q. Did you discuss your lay-off with Mr. Horton? A. Well, the schedule was posted on that Sunday and I saw that I was listed as an extra man, so I called Leck Horton that Sunday evening, late that Sunday evening, and asked him what I was supposed to do in regard to the schedule, and he
93 said, he guessed I was eligible for my unemployment.

Q. All right, sir?

TRIAL EXAMINER: Do you know what Sunday evening that was?

THE WITNESS: Well, --

TRIAL EXAMINER: Do you know the date?

THE WITNESS: Well, sir, it was around the 29th of--

Q. (BY MR. MCHUGH:) Of what month? A. November.

TRIAL EXAMINER: I show you a 1964 calendar.

THE WITNESS: Yes, sir, the 29th.

TRIAL EXAMINER: The 29th of November?

THE WITNESS: Yes, sir.

TRIAL EXAMINER: All right.

Q. (BY MR. MC HUGH:) Had you ever been laid off before? A. No, sir.

Q. Had your hours of employment ever been reduced before? A. No, sir.

Q. Before the cut-back was announced, did any company official tell you that there was going to be a cut-back? A. No, sir.

94 Q. Did you have any knowledge that a new press was going to be installed in the plant at the time that Leck Horton made that statement to you? A. Well, sir, a few months back, I believe all of the employees received a letter when we picked our pay check up stating that a new press was to be installed, but I don't recall the date.

Q. All right, sir. I show you General Counsel's Exhibit 6 and ask you if you recognize that? A. Yes, sir.

Q. Does your signature appear on there? A. Yes, sir.

Q. Exactly where? A. The 5th name down on the righthand column.

Q. Is this your signature? A. Yes, sir.

Q. All right, sir, where were you when you signed that? A. I was at a Union meeting in Childersburg, Alabama.

* * * * *

95 CROSS EXAMINATION

Q. (BY MR. PROWELL:) Mr. Dees, you were one of the youngest men in points of service in the pressroom, is that not true? A. I would say so, yes, sir.

Q. And assignments in the pressroom are made on the basis of length of service, that is, assignments for work, right? A. Yes, sir.

Q. Now, prior to the time that you signed this petition for the Union, that first one that has been introduced here, the company had some months before done the installation work for a new press, had they not? A. When --

Q. When I say the installation work, I mean the floor? A. Yes, sir, the pit was dug.

Q. The pit was dug? A. Yes.

Q. And they were in the process of preparing for the installation of a new press for a period of over several months, isn't that true? A. Yes, sir, the pit was dug and the pit fan was laying in the pit.

96 Q. And the discussion that you had with Mr. Horton concerning that was to the effect that the physical machinery was on the way or to come and to be erected and put up and put into operation, right? A. He said it would be in operation by March of 1965.

Q. All right. Right. That is what you were talking about, now, when you talked to Mr. --when you testified you talked to Mr. Horton about the installation of the new press, right ? You were talking about installing that press on that particular foundation that had already been put up in there with the fan already in the pit? A. Yes, sir, that is correct.

Q. At the time that you worked there they only had the one press, isn't that true? A. That is right.

Q. All of the work that you got was on that press when it ran? There wasn't anything else for you to do if that press didn't run, isn't that true, so far as you know? A. Yes, sir, so far as I know.

Q. Now, during the time that you worked with the company the press ran varying numbers of hours per week, did it not? Some weeks you might work 5 days, some weeks 6, some weeks 7? A. Mostly 7.

97 Q. Mostly 7? A. Yes, sir.

Q. But the number of hours that that press ran varied, isn't that true? A. That is right.

Q. And within the keeping of the seniority list, you got work as it was available for you as per the schedule, isn't that correct? A. Yes, sir, that is right.

Q. So if there was a reduction in the work to 2 or 3 days a week, you and several others would not get any, isn't that true? A. Well, there was never a reduction before the company officials found out about the Union.

Q. I see, so you are saying, now, that there had been no reduction so far as you know up to the time of this reduction in November? A. That is correct.

Q. Or December or November? A. That is correct.

Q. You are not testifying, now, that there never has been any reduction previously? A. I was never reduced.

98 Q. You were never reduced? A. That is right.

Q. All right, when did you go to work for the company? A. The 19th of September, 1963.

* * * * *

99 Q. Now, in this conversation that you testified that you had with Mr. Horton on November 21st, was this a friendly conversation?

MR. MC HUGH: Objection. Conclusionary. Immaterial.

TRIAL EXAMINER: Overruled. You may answer.

THE WITNESS: I would say it was more or less friendly.

100 Q. (BY MR. PROWELL:) You didn't get mad or upset, did you?

MR. MC HUGH: I object.

MR. ADAIR: I object. Completely immaterial and irrevelant.

TRIAL EXAMINER: Sustained.

Q. (BY MR. PROWELL:) Was it unusual for Mr. Horton to talk to you? A. Well, it was unusual for him to talk to me at 1:30 in the morning.

Q. All right, that is the only time he ever talked to you at 1:30 in the morning. Is that what you are saying? A. The best I recall, yes, sir.

Q. He has talked to you on a number of other occasions, has he not, about different subjects? A. Right.

Q. And he has talked to you in the plant and in the cafeteria and other places from time to time? A. Yes, sir.

MR. PROWELL: I have nothing further.

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101 HARMON ALLEN

was called as a witness by, and on behalf of General Counsel, having been duly sworn, was examined and testified as follows:

TRIAL EXAMINER Give us your name and address?

THE WITNESS: Harmon Allen, P.O. Box 825, Sylacauga, Alabama.

TRIAL EXAMINER: How do you spell your first name?

THE WITNESS: H-A-R-M-O-N.

DIRECT EXAMINATION

Q. (BY MR. MC HUGH:) By whom are you employed, Harmon? A. Dixie Color Printing Corporation.

Q. When were you hired by the company? A. February, 1963.

Q. What job do you perform? A. Pressman.

Q. Who is your supervisor? A. Leck Horton.

102 Q. Are you hourly paid? A. Hourly paid?

Q. Are you hourly paid? A. Yes.

Q. What job do you perform on the press? A. Oiler was my last job.

Q. Are you on strike at the present time? A. Yes.

Q. Did you go out with the employees when they struck on December 16th? A. I did.

Q. Have you been picketing regularly? A. Yes, sir.

Q. I show you a document previously identified as General Counsel's Exhibit 6 and ask you if you recognize it? A. I do.

Q. Does your signature appear on there? A. It does.

Q. Exactly where on there, sir? Would you point so the Trial Examiner might see it? A. Here. (Indicating)

Q. Would you state what line it appears on? A. The 6th line from the top.

103 TRIAL EXAMINER: This is GC3. I think you referred to as GC6.

Q. (BY MR. MC HUGH:) That is right. Now, is that on the lefthand or righthand side of the exhibit which your signature appears? A. Lefthand side.

Q. Where were you when you signed this? A. Let's see. That is the first petition, isn't it?

Q. Yes, sir. A. I was in my car up at the hospital.

Q. Who asked you to sign it? A. George Hickey.

Q. Was anybody else present when he asked you? A. There was not.

MR. MC HUGH: Mr. Examiner, I may refer to that exhibit again as GC6. I don't mean to confuse the two.

Q. (BY MR. MC HUGH:) What did he say to you? A. I had already heard about the petition and he told me he was getting names on it and that everybody was signing it so I signed it.

Q. All right, sir. Did you have any conversation with Leck Horton about the Union? A. I did.

Q. When? A. The night of November 20th, I believe.

104 Q. What time was it? A. About between 10 and 11 o'clock.

Q. Where were you? A. Dixie Color Print in the Machine Shop.

Q. Do you recall the conversation? A. Yes, sir, I do.

Q. Well, try to tell us what you recall, sir? A. Leck asked me what was this stuff he had been hearing about the Union and I asked him what he meant. He said, "I have heard ya'all have gone Union."

I told him, "Yes, that was right."

He said, "Well, is there anything that you know we can do to stop it."

I told him, "No, not at this point I don't know of anything."

He said, "Well, if we get a gripe committee together, a man from each shift representing that shift to counsel with us--"

Q. To what, sir? A. "To get a gripe committee, a man from each shift to represent that shift, would that work," and I told him, "No", that I didn't think it would now, and he asked me if one of the biggest gripes was Sunday work.

I told him, yes, that was one of the gripes.

105 Q. Did he say anything else with reference to Sunday work? A. Not that I can recall.

Q. How long did the conversation last? A. I suppose 5 or 6 minutes.

Q. All right, sir. When the cut-back was announced, did you lose any time? A. I did.

Q. How much? A. A day a week, I believe.

Q. A day a week? A. Yes, sir, for 2 or 3 weeks.

Q. I show you a document marked as General Counsel's Exhibit 6 and ask you if you recognize it? A. I do.

Q. Does your signature appear on there? A. It does.

Q. Exactly where, sir? A. The lefthand column, 6 places from the top.

Q. Where were you when you signed that? A. Childersburg.

Q. At a Union meeting? A. That is right.

Q. Have you worked in the press department since your employment began with the company? A. That is right.

106 Q. To your knowledge, is Bobby Norred related to Leck Horton? A. It is his brother-in-law.

* * * * *

Q. (BY MR. MC HUGH:) Did you later have a conversation with Leck Horton about the Union? A. Yes, sir, I did.

Q. Approximately when was that? A. I believe it was after we had turned in the first petition to the company.

Q. Approximately how much afterwards? A. I would say the first week. I am not sure.

Q. About the same week or a week after the first petition --

MR. PROWELL: I object to leading the Witness.

MR. MC HUGH: I was trying to establish --

MR. PROWELL: I know what you are trying to do.

MR. MC HUGH: --the approximate date.

MR. PROWELL: Let the Witness establish the date.

TRIAL EXAMINER: Can you tell me about when this was?

THE WITNESS: Not the exact date. It was, all I know is it was after--I am pretty sure it was after the first petition was given to the company. 107

Q. (BY MR. MC HUGH:) Do you know whether it was before the second petition was sent to the company?

MR. PROWELL: Same objection.

TRIAL EXAMINER: I will permit this question. Overruled.

Q. (BY MR. MC HUGH:) You may answer? A. No, sir, I don't.

Q. You don't know that? A. No.

Q. All right, sir. Where did the conversation take place? A. It taken place in the Blanket Room or Leck's office. It is called both places.

TRIAL EXAMINER: Do you mean both places are called his office?

THE WITNESS: Yes, sir, same place. The Blanket Room or Leck's office.

TRIAL EXAMINER: It is the same place?

THE WITNESS: Yes, sir.

TRIAL EXAMINER: It has two names?

THE WITNESS: Right.

Q. (BY MR. MC HUGH:) What do you recall of that conversation? A. Leck had a letter from Job Security and handed it to me and asked 108 me to read it and I read it and it said that there couldn't anybody grant you job security, a company or an organization.

Q. Is that what the letter said or is this what Leck said? A. That is what the letter said, the best I remember.

Q. Do you recall anything else that the letter said? A. No, I can't.

Q. Do you recall anything that Horton said? A. Well, he said, after I had read the letter and gave it back to him that he hoped that we made up our own minds and didn't let anybody influence us.

Q. How did you happen to be made aware that Leck Horton wanted to talk with you? A. I was in the cafeteria taking a break and he came in and asked me to come into his office, he would like to talk to me.

MR. MC HUGH: No more questions of this Witness, Mr. Examiner.

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109 CROSS EXAMINATION

Q. (BY MR. PROWELL:) Mr. Allen, at the time that the reduction in the press hours were made in November you worked 37 and a half hours that first week, did you not? A. I don't recall now whether I did or not.

Q. And you worked full time the second week, didn't you? A. (Witness nodded negatively.)

Q. Sir? You don't remember? A. No, sir, I can't remember actually the first or second week. All I can remember is I did lose one or two days.

Q. In that period of time? A. Yes, sir.

Q. All right. Now, you said you had a conversation with Mr. Horton in the Blanket Room or you described it as his office? A. Yes, sir.

Q. There is no desk in there, is there? A. No.

Q. No chair, either one, isn't that true? A. I--

Q. A table? A. A table.

110 Q. As a matter of fact, you had to stand up while he was talking to you, didn't you? A. I did.

Q. There wasn't any place to sit down unless you sat on top of that table? A. I suppose not.

Q. So actually that is a supply room where they keep supplies, isn't that what it is? A. It is the Blanket Room and Leck's office. That is what we call his office.

Q. That is what you call his office? You and the other pressmen, when you need supplies you go in there during the course of the shift to get supplies, do you not? A. If we need the blanket we get it out of there, yes.

Q. Anything else you need, you go in there and get it. You store it in there, don't you? A. Yes, sir. We store it in there.

Q. Now, you say that when you went in there and talked to Mr. Horton and he handed you a piece of paper and asked you to read it? A. That is right.

Q. And you said that the paper said that no one could guarantee
you job security, either a company or a Union? That is what you testified
111 to that the paper said? A. No, sir.

Q. Well, what did it say? A. I believe I testified that it said that no company or organization could give you job security.

Q. All right, sir. And after you read it you handed it back to him and he told you that he hoped that he or any of the rest of the men would not be influenced by anybody, is that what he told you? A. Repeat that, please.

Q. "He told me that he hoped that I or any of the rest of the men would not be influenced by anybody, including him." A. Are you talking about me or Leck Horton?

Q. Is that what Mr. Horton told you? That he hoped that you would not be influenced, that you and the other men would not be influenced by anybody, including him? A. Yes, sir, I believe that is right.

Q. He told you he wanted you to make up your own mind, didn't he? A. Yes, sir.

Q. And you told him that you were going to do so, that you didn't think you or any of the others would be influenced by anybody else? Is
112 that right? A. That is right.

Q. Now, you say that you had a conversation with Mr. Horton about November 20th and that you discussed the fact with him that Sunday work was one of the biggest gripes.

Were there some gripes going on in the plant before this time or about that time?

MR. ADAIR: Object.

MR. MC HUGH: Object, completely irrelevant and immaterial. Beyond the scope of direct examination.

TRIAL EXAMINER: Were there any gripes about Sunday work, is that your question?

MR. PROWELL: Yes, sir, that is the very thing he testified to on direct examination.

MR. ADAIR: He didn't testify to that, Mr. Trial Examiner.

MR. PROWELL: All right, let's ask him, then.

MR. MC HUGH: We are objecting to it.

TRIAL EXAMINER: I will permit a question or two on this line.

Q. (MR. PROWELL:) Were there any gripes going on in the plant about that time with regard to Sunday work? A. There were.

113 Q. And had things been going on for some time before that? A. They had.

Q. Were there also gripes going on in the plant about scheduling? A. Yes, sir.

Q. It had been going on for some time before November 20th? A. Yes, sir.

Q. Were there also some gripes going on in the plant with respect to the fact you didn't get double time for Sunday work during that same period? A. It would be the same as Sunday work, yes, sir.

MR. PROWELL: I have nothing further.

MR. MC HUGH: No more questions.

TRIAL EXAMINER: You are excused.

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OSCAR RAUGHTON

was called as a witness by, and on behalf of General Counsel, having been duly sworn, was examined and testified as follows:

114 TRIAL EXAMINER: Give us your name and address?

THE WITNESS: My name is Oscar O. Raughton, 215A South Broadway, Sylacauga, Alabama.

DIRECT EXAMINATION

Q. (BY MR. MC HUGH:) By whom are you employed, Mr. Raughton? A. Dixie Color Printing Corporation.

Q. When were you hired by the company? A. March of 1963.

Q. What is your job? A. Pressman.

Q. Who is your supervisor? A. Leck Horton.

Q. Are you hourly paid? A. Yes, sir.

Q. What job do you perform in the press room? A. At the time we came out, I was Oiler.

Q. Had you been that for some time? A. Approximately 6 or 7 months.

Q. All right, sir. I show you General Counsel's Exhibit 3, which is the first petition, and ask you if you recognize it? A. I do.

Q. Does your signature appear on it? A. It does.

115 Q. Will you state exactly where it appears on there? A. The 7th from the bottom in the lefthand column.

Q. Do you recall where you were when you signed it? A. I do.

Q. Where were you, sir? A. I was at the home of Harold Ogle.

Q. Who asked you to sign that petition? A. No one particularly asked me to sign it. Bobby Gaston had it at the time and I talked to him earlier that afternoon and he asked if it would be O.K. for him to bring it down and for me to sign it and if I would sign it.

Q. And did you sign it? A. I did.

Q. Who all was at Harold Ogle's house at that time? A. Harold, myself and our wives.

Q. Did you have any conversation with Leck Horton about the Union? A. I did.

Q. When? A. The morning of December 21st.

Q. Did you say December? A. November 21st.

Q. Approximately what time? A. Approximately 12:30 or a quarter until 1.

116 Q. Where were you? A. I was on my job.

Q. Where did ya'all talk? A. He asked me to come into the cafeteria.

Q. How long did the conversation last? A. In all, I would say somewhere close to 30 minutes.

Q. Who performed your job while he talked to you? A. As far as I know, no one did.

Q. Was he in street clothes? A. Yes, sir, he was.

Q. Does he frequently come into the plant at that time of the evening? A. Not unless there is trouble and he is called in.

Q. What do you recall was said during that conversation? A. Well, when I first went in he asked "what is this I hear about the Union."

I told him that we had organized, and he asked what our problems were. He asked if Sunday work was our biggest problem and I told him, no, at that time I didn't feel that entirely that Sunday work was the big problem.

I told him that I felt it was the working conditions in general.

Q. What did he say to that? A. He asked me if I felt that if we
117 could get representatives from each crew to meet with him and
Mr. Clinton, monthly, would that settle our problems.

I told him that at that time that I did not feel that it would work out, for I didn't feel that Mr. Clinton would meet with us.

Q. For you what, sir? A. I did not feel that Mr. Clinton would meet with us.

Q. All right? A. I asked him if we had any guarantee that he would meet with us if we got a committee together.

Q. What did Leck Horton say then? A. He didn't--

Q. He made no answer? A. He made no comment to it.

Q. Do you recall anything else that was stated in that conversation? A. Again, in the same conversation, though, he did bring up the subject of getting the representatives from each crew to meet with Mr. Clinton.

Q. He brought it up twice? A. Yes, sir, he did bring it up twice.

Q. All right, sir. What did he say the second time as best you
can recall? A. He just asked if I didn't think that we could get a
118 committee together to meet with them once a month between he and
Mr. Clinton.

Q. Did you make a reply to that? A. Yes, sir, I told him again that I didn't feel that we could accomplish anything by it.

Q. Do you recall anything else that occurred during that conversation? A. No, not at that time.

Q. All-- A. To the best of my recollection.

Q. Do you recall anything that was said about double time for Sunday? A. Yes, sir, he did mention Sunday work. He asked if I thought that the big problem was Sunday work and if he could get the Sunday work cut out or get double time for Sunday, would that solve our problems.

Q. What did you say? A. I told him I did not think this would at that time.

Q. Do you recall if he said anything else about Sunday work? A. No, I don't, not that I remember now.

Q. All right, sir, when the cut-back was announced, were you effected by it? A. Yes, sir, I was.

119 Q. How much time did you lose? A. I lost one day on each of the two weeks and was scheduled for 4 the next week.

Q. Do you know how much time Bobby Norred worked? A. He worked, the best I remember, he worked 5 days each week.

Q. Do you have more or less seniority than Bobby Norred? A. I have more seniority than he.

* * * * *

Q. Are you on strike at the present time? A. Yes, sir.

Q. You have been on it since the strike began? A. I have.

Q. Did you have any conversation with Leck Horton after the one you just testified to? A. Yes, sir, I did.

Q. When was that? A. Approximately December 1st or second.

Q. Where were you? A. I was running rolls.

Q. Running rolls? A. Yes, sir.

120 Q. Performing a job on the press? A. I was.

Q. What did Leck say to you? A. He asked if I had read the Union book and I told him that I had. He said, well, I guess you read the part that says that the company holds the right to hire or fire at their disposal, and then we went on to talk a little more and then he asked me if I would go home and read the book and see if I couldn't see both sides of the picture, and he asked me to read the book with an open mind to see if I could see both sides of the picture and again he stressed the point that--

MR. PROWELL: I object to this, Mr. Examiner, to what he said.

THE WITNESS: Again he said that even if we did go Union that the company still had the right to hire or fire when they wished.

Q. (BY MR. MC HUGH:) Do you recall anything else about that conversation? A. Yes, sir, before he left he said we would probably get what we wanted anyway.

Q. Do you recall anything else about the conversation? A. Not at this time I don't.

Q. Do you recall him making any statement about the company's
121 attitude toward the Union? A. Yes, sir, he did say that "by now, you can see that the company does not want to go Union."

Q. All right, sir. I show you a document marked as General Counsel's Exhibit 6 and ask you if you recognize that. A. I do.

Q. Does your signature appear on there? A. Yes, sir, it does.

Q. Exactly where? A. The 5th from the bottom on the righthand column.

Q. Do you recall where you were when you signed that? A. I was at the Union meeting in Childersburg.

Q. Have you worked in the present department since your employment with the company, sir? A. Yes, sir.

Q. Have you worked in any other department since your employment with the company? A. No, I have not. On a few occasions I have worked a little in the press room, maybe 30 minutes or an hour.

Q. For whom? A. In the Shipping Department.

Q. For whom? With whom? A. I don't remember exactly who all were back there.

122 Q. All right, sir? A. We went back on occasions to straighten out papers.

* * * * *

CROSS EXAMINATION

Q. (BY MR. PROWELL:) Mr. Raughton, I want to read you two statements and ask you to tell me which one of them is correct, please, sir.

Talking about the meeting in the discussion that you had with Mr. Horton, did he first say to you, "What is this I hear that ya'all are trying to do to us?"

Or did he first say, "What is this I hear about the Union?"

MR. MC HUGH: Mr. Examiner, before he answers that question I would like that the Witness be shown both statements.

MR. PROWELL: I am asking him if he put that in the statement. I am asking him which remark, if either one of them, was said first by Mr. Horton.

MR. MC HUGH: And I have an objection to the question as pro-
123 pounded. If he is trying to impeach this statement the Witness must be shown the statement.

MR. PROWELL: I am simply asking what happened.

TRIAL EXAMINER: The question says in substance to the Witness that one of them is not correct.

MR. PROWELL: I will withdraw the question and ask it in another fashion.

TRIAL EXAMINER: All right.

Q. (BY MR. PROWELL:) What did Mr. Horton first say to you in that conversation? A. When I went into the room he asked me, "What is this I hear that ya'all are trying to do to us?" or, or what --

Q. The word "Union" was not mentioned, was it? A. No, sir.

TRIAL EXAMINER: Just a minute. He has not finished.

THE WITNESS: He asked me, "What is this I hear that ya'all are trying to do?" and he asked me if it was true that we were trying to organize, or in words similar to that effect.

Q. (BY MR. PROWELL:) Then he asked you if you were trying to organize? A. He asked me what this was about the Union.

Q. You didn't state it that way in your affidavit, did you?

124 MR. ADAIR: I object unless he shows the Witness the affidavit, sir.

MR. PROWELL: I am testing his memory.

MR. ADAIR: 2 or 3 times we have tested memories on things that were not in the affidavit.

We want to know where you are reading from if you are reading from the affidavit and we want the Witness to see it if you ask him did he in fact say that in his affidavit.

MR. PROWELL: I submit I am not required, on cross examination, to show the Witness a statement until I ask the primary question.

MR. MC HUGH: I submit he is beyond the primary question.

TRIAL EXAMINER: I will permit Counsel to ask questions as he wishes if the other side feels that he is not correctly quoting from an affidavit, you may point that out.

MR. MC HUGH: It is the Witness' recollection he is testing and the Witness surely should have a right to examine his own statement.

TRIAL EXAMINER: Well, --

MR. PROWELL: He can't use his statement to testify on direct examination.

125 TRIAL EXAMINER: He can use the affidavit. I think these questions are proper thus far.

Q. (BY MR. PROWELL:) Read the question back, please.

(QUESTION READ.)

MR. MC HUGH: I would like to make another objection, Mr. Examiner. He is specifically asking him what he stated in his affidavit and upon that basis he should be allowed to examine the statement.

TRIAL EXAMINER: I will sustain the objection to that on the grounds the Witness can't be expected to remember, at this point, everything he said in his affidavit.

If you want to point out to him that he didn't so state, you can do that. It isn't fair to the Witness to testify on everything that is in the affidavit.

MR. PROWELL: All right. Mark this document as Respondent's Exhibit 3, please.

(Whereupon, the above mentioned document was marked Respondent's Exhibit No. 3, for identification.)

Q. (BY MR. PROWELL:) I hand you a document which has been marked for purposes of identification as Respondent's Exhibit Number 3, and ask you if you will examine that for me, please, sir and tell me whether or not this is a statement that you signed or a copy of one?

A. Would you repeat that question, again?

126 Q. Is that your statement that you made? A. I don't believe it is exactly identical, no.

MR. PROWELL: Mr. McHugh, could we call upon you for the original, please?

MR. MC HUGH: I don't have it, Mr. Prowell.

MR. PROWELL: Was it submitted to you?

MR. MC HUGH: I said I didn't have it, sir.

MR. PROWELL: I said was it submitted to you.

MR. MC HUGH: No, it was not.

Q. (BY MR. PROWELL:) Are you testifying, now, that what General Counsel produced in this file is not correct?

MR. MC HUGH: It has just been submitted to me.

THE WITNESS: I am not admitting that it is not correct. I said I was not sure as to the fact that it is not.

MR. MC HUGH: This is the first time I got this. This is a handwritten statement of this Witness, and I now present it to Respondent's Counsel.

MR. PROWELL: We would like to ask that this be marked for the purpose of identification as Respondent's Exhibit 4.

(Whereupon, the above mentioned document was marked Respondent's Exhibit No. 4, for identification.)

Q. (BY MR. PROWELL:) I ask you to examine that, sir, and
127 state whether or not that is an affidavit or statement that you gave? A. It is.

Q. Is it correct? A. As far as I can see, it is.

Q. When did you give that statement, please, sir? A. December 10th, 1964.

Q. Was your recollection better at that time than it is today with respect to what happened? A. I would say it is. There has been quite a time lapse in that period.

Q. All right, sir, now, would you mark that as Respondent's Exhibit 5, please, sir?

(Whereupon, the above mentioned document was marked Respondent's Exhibit No. 5, for identification.)

Q. (BY MR. PROWELL:) I want to hand you, now, a document marked for the purpose of identification as Respondent's Exhibit 5, and it is composed of 2 pages and having a signature reading "Oscar Raughton" and on the lefthand side, "William McHugh, Jr." "William A. McHugh, Jr."

I will ask you if you will read that and tell me whether or not you made that affidavit? A. Yes, sir.

Q. Are the statements contained in that one true, too? A. The
128 wording may be different on them.

Q. I didn't ask you that. I asked you if it was true? A. Yes, sir. They are.

Q. All right, sir. Was your memory better at the time that you made the first one, at the time you made the second one or today, or was there no difference in your memory at all? A. I would say it was better at the time I made the first one.

Q. All right, sir.

Now, whose handwriting is this on Respondent's Exhibit 4 for identification? A. I am not sure whose handwriting it is. I know who I gave the statement to.

Q. Who did you give it to? A. Mr. Adair.

Q. You don't know who wrote it but you gave the statement to Mr. Adair? A. He wrote the statement out as I gave it to him.

Q. You don't know whose handwriting that is? A. It certainly isn't mine.

Q. It isn't yours and you don't know whose it is? A. No, I know who I gave the statement to and I know who wrote my statement down.

129 Q. But you-- A. I wouldn't swear to the handwriting.

Q. All right, sir. Who typed Respondent's Exhibit 5? A. Mr. McHugh typed it at the time I gave it.

Q. All right, sir. Did you read it over before you signed it or did he just give it to you and you signed it? A. I read it over before I signed it.

Q. All right, sir, I want to go to Respondent's Exhibit 4 and ask you to read paragraph 4 starting with "Horton asks" and read that paragraph and tell me whether or not that is now your recollection of what happened. A. "Horton asked, what is this I hear"--

Q. Go ahead? A. Which do you want me to do?

TRIAL EXAMINER: You can read it out loud.

THE WITNESS: "Horton asked what is this I hear that ya'all are trying to do with us. The biggest problem here, I understand, is Sunday work. He said that he thought if we would drop the Union that we could either get, that he could either get Sunday work cut out or get us double time for Sunday."

* * * * *

130 Q. (BY MR. PROWELL:) Now, looking at Respondent's Exhibit 5, would you read, starting, read the first 2 sentences of paragraph number 5? A. "Approximately midnight of the 20th, I was called in the cafeteria by Horton. I went in and sat down at the table next to him and he said, what is this I hear about the Union."

Q. And the next sentence? A. "I then told him that we had organized and then he asked me what the trouble was."

Q. Now, will you tell me which one of those 2 statements is correct? A. The second statement.

131 Q. The second one? A. Yes, sir.

Q. Didn't you testify a few moments ago that your memory was much better when the first one was given than the second? A. Yes, sir, I do but I recall at this time that the second one is correct.

Q. The second one you now say is correct? A. Yes, it is.

Q. And who wrote this second one up? A. Mr. McHugh.

Q. At the time that you wrote this second one up, was this first one in front of you? A. No, it was not.

Q. So you are telling me now that you gave this first one to Mr. Adair, and that it was--you are now saying it is not correct, is that true? A. Well, the wording is not the same, no.

Q. And you say you didn't have this first one, which is Respondent's 4, you didn't have this in front of you when Mr. McHugh took an affidavit from you, right? A. No, I did not have it.

Q. Did Mr. McHugh suggest this language to you?

MR. MC HUGH: I object to that, Mr. Examiner. Vehemently.

132 MR. PROWELL: You can object all you wish, Mr. McHugh. I am asking the Witness the question.

TRIAL EXAMINER: Overruled. He may answer.

Q. (BY MR. PROWELL:) Did Mr. McHugh suggest this language to you that you put in paragraph 5 of the statement? A. He did not suggest any language.

Q. He did not suggest it to you? He knew about all of the facts?

MR. MC HUGH: I object to what I knew.

TRIAL EXAMINER: Sustained.

Q. (BY MR. PROWELL:) All right. Well, he told you about what the facts were and discussed them with you, didn't he?

MR. MC HUGH: I object, again.

TRIAL EXAMINER: Too broad. I will sustain the objection.

MR. PROWELL: All right, sir. Mr. Examiner, we want to offer Respondent's Exhibit 4 and 5.

TRIAL EXAMINER: You do wish to offer them?

MR. PROWELL: Yes, sir.

TRIAL EXAMINER: Any objection?

MR. MC HUGH: No, sir.

MR. ADAIR: No objection.

TRIAL EXAMINER: I will receive Respondent's 4 and 5.

133 (Whereupon, Respondent's Exhibits No. 4 and 5 were received in evidence.)

TRIAL EXAMINER: You are not offering 3?

MR. PROWELL: We are not offering 3.

Q. (BY MR. PROWELL:) Now, Mr. Raughton, you testified that Mr. Norred worked 5 days a week. You don't have any firsthand knowledge, with respect to that, do you? A. No, except what I saw on the schedule.

Q. Let me ask you this: Isn't it a fact that Mr. Norred only worked during the week of November 22nd, 37 1/2 hours and the week of November 29th, 37 1/2 and the week of December 6, 29 and 3/4 hours, and December 13th, 37 and 3/4 hours? Wouldn't that be correct?

MR. MC HUGH: Mr. Examiner, unless the Witness is qualified to be the timekeeper I submit he is not prepared.

MR. PROWELL: You asked him a few moments ago on direct how many days this man worked and he testified that he worked 5 days and I assume that meant 5 full days.

TRIAL EXAMINER: Objection overruled.

Q. (BY MR. PROWELL:) Could those hours be correct, Mr. Raughton? A. Would you repeat the question again?

134 Q. I said, could those hours that I read out for Mr. Norred be the correct number of hours that he worked each of those weeks? A. I couldn't swear to it. I have no way of knowing for sure.

Q. And then you have no way of knowing that he worked 5 days every week, either, did you? A. No, I do not know that he worked 5 days every week.

Q. In this conversation that you had with Mr. Horton on November 21st, he also told you, did he not, not to let him or anyone else influence you in your decision in this matter? A. He did not, not that I remember.

Q. You don't remember? A. Not that I recall.

Q. He could have said it but you don't recall at this time? A. If he did say it I do not recall.

Q. Have you, when you worked at night, do I understand that you have on occasions gone back into shipping to work? A. Not as a general rule, no.

Q. I am not asking you as a general rule. Have you on occasions
135 been sent back in shipping work? A. I have worked back there maybe an hour or hour and a half or 2 hours at time on few occasions.

Q. And the man in charge of the press sent you back there? A. Not usually, no, sir.

Q. Who sent you back there? A. I was usually asked to go back there by Mr. Horton.

Q. Mr. Horton? A. Yes.

Q. And on some occasions the man in charge would send you back there? A. Not that I can recall, no.

Q. Well, Mr. Horton was not there at night, was he? A. No, but there was telephones.

Q. You would get Mr. Horton on the telephone at night and he would tell you to go back there and work? A. No, he would just call the plant in a couple of times in instances that he has been called and told about specific things that he would relay the information to the pressman and then he would relay them to us.

Q. You are talking about the man in charge, now? A. Yes, sir, the man in charge.

136 Q. But what you are saying is that on some occasions when you were sent over there that Mr. Horton gave the instructions to the man in charge and he gave the instructions to you, is that what you are testifying to? A. That is right.

Q. And you would go back there when the skid tips over on occasions, don't you? A. Well, I have been back there when a skid tipped over. I have been back to help restack it.

Q. And on those occasions the man in charge would send you back there, right? A. Well, only after instructions from Mr. Horton.

Q. Well, how do you know this? A. Well, he would say so.

Q. Do you mean when the skid tipped over? A. What do you mean, the skid tipped over?

Q. Well, haven't, on occasions, the skids tipped over and you had to go back there and help clean it up right then and there? A. I would say there have been a few bumped, yes, sir.

Q. And you have gone back there and helped clean it up, right? A. Well, not until after I was told to do so.

137 Q. And you were told by the man in charge, right? A. That is right, after instructions from Mr. Horton.

Q. Well, how do you know he got the instructions from Mr. Horton? A. Because on several occasions he said he did.

Q. I see. On several occasions he said he did but you don't know that he did on all occasions? A. No, I don't know that he did on all occasions.

MR. PROWELL: That is all.

MR. MC HUGH: I have no questions.

TRIAL EXAMINER: Can you tell me what hours Mr. Horton normally worked?

THE WITNESS: Normally he is there from 8 o'clock in the morning to 4 or 4:30.

TRIAL EXAMINER: But sometimes he stays later or comes back?

THE WITNESS: Well, say in the case of repair or something like that that happens to the press he does stay later until he gets his work complete, but not as a rule.

* * * * *

139 GEORGE N. HICKEY

was called as a witness before the National Labor Relations Board, and General Counsel, having been first duly affirmed, was examined and testified as follows:

TRIAL EXAMINER: Give us your name and address.

THE WITNESS: George N. Hickey, 204 Western Avenue, Sylacauga, Alabama.

DIRECT EXAMINATION

Q. (BY MR. MC HUGH) By whom are you employed, Mr. Hickey? A. Dixie Color Printing Corporation.

Q. How long have you been with the company? A. Since November, 1960.

Q. Are you on strike at the present time? A. I am.

140 Q. Did you go out on strike when the employees began to strike? A. I did.

Q. What is your position with the company? A. Head pressman.

Q. How long have you had that position? A. Since coming back to Sylacauga.

Q. Approximately when was that? A. In February of 1963.

Q. Who is your supervisor? A. John Leck Horton.

Q. And he is over the Press Department? A. Yes, sir.

Q. I show you General Counsel's Exhibit 3 and ask you if you can recognize it? A. I can.

Q. Does your signature appear on there? A. It does.

Q. Where does it appear on there, sir? A. In the right-hand side of the page at the top line.

Q. Where were you when you signed this? A. I was in the locker room at Dixie Color Printing Corporation.

141 Q. Did anyone ask you to sign that? A. No.

Q. Did you ask any other employees to sign that document? A. I had the petition in my hand at several times. Whether or not I asked them, I don't recall.

Q. Do you specifically recall asking any employees to sign the document? A. I do not.

Q. How long did you have the petition in your possession? A. On several occasions; two or three different times I had it at times. Don McFee gave it to me and that morning I taken it to my home and I was going out, and Bobby Gaston called and I told him that I was leaving and he could pick it up in my mail box, and he taken it to the plant and I got it back another time.

I don't recall where I got it back or how I got it back, but I did have it.

Q. All right, sir. You are head pressman, are you not, sir? A. Yes, sir.

Q. I show you General Counsel's Exhibit 10 and ask you if you have received a letter very similar to that? A. I did.

142 Q. Is the language of that letter -- is the language of the letter which you received identical to the language of the letter which is in your possession right now? A. I believe so.

Q. Only the -- A. Only the name.

Q. Only the name at the top? A. Yes, sir.

Q. The name at the top there is John Thomas, is it not? A. Yes, sir.

Q. And yours was addressed to you? A. Yes, sir.

Q. When were you given this letter? A. I don't recall the date, but it was somewhere around December 4th, I believe, when I received it. I am not sure.

* * * * *

143 Q. Did Mr. Clinton give you the letter? A. Yes, sir, he did.

Q. What did he say to you when he gave you the letter? A. He asked me when I went into the room if I knew what I was coming in there for, and I told him I thought so.

He asked me if I had read the letter, and I told him that I had read the letter, and I think I dropped it at that time.

He told me, "Well, I've got to read it to you anyway." He told me that Linda Davis, the secretary, was sitting there and she would be taking notes, and John Horton was sitting there, which he came to the press room and got me and taken me in there.

Then Mr. Clinton read the letter to me and asked me if I understood it and I nodded my head, and from that point I got up and he signed the letter, I believe, and sealed it and handed it to me and asked me if I had any questions, and I told him none.

Q. All right, sir. Did you ever have any conversation with Leck
144 Horton concerning the new press? A. I did.

Q. Approximately when was that? A. I am not sure, but I am thinking it was after the first petition.

Q. Tell us what you recall was said. A. I was working 7:00 to 3:00 shift and Leck came to the press room and said Mr. Clinton had just finished a conversation with Mr. Walter Koessler of New York and--

TRIAL EXAMINER: How do you spell that last name?

THE WITNESS: K-O-E-S-S-L-E-R, and he said that we were getting a new press in and it would be running sometime in March, and he said, "Even I know it can't be run by March."

And I said, "That is true," and I said, "We certainly need it," and from that point on the conversation was dropped.

Q. (BY MR. MCHUGH) All right, sir. Did you ever discuss the Union with Frank Foster? A. I did.

Q. Who is Frank Foster? A. Frank Foster is the supervisor over the library.

Q. When did you have a conversation with him? A. After the first petition was handed in.

145 Q. Tell us what he told you. A. I was running the 3:00 to 11:00 shift and Frank Foster came to the press room and was picking up plates and he asked me if I had a minute and I told him I did.

He asked me to walk in the library with him, and I did.

He says, "I want to ask you something as a man and not as a Union Officer." He asked me if he could, and I said, "You can."

He started talking to me and asked me if we had any grievances against the library.

I told him none that I knew of.

He asked me if -- he told me that if -- excuse me. He told me that if he were caught talking to me that I knew it would be his job, and I said, nothing to that, and he continued on talking, and he says, "Mr. Clinton and John Leck Horton are saying to me that I'm responsible for the Union coming in to this plant because the library does not work with you people in the press room."

I said, "As far as I know we have no grievances against the library and you have done a good job."

* * * * *

147 Q. All right, sir. Now, Mr. Hickey, I come to a question of your duties.

I would like you to relate in your own words just what your job is with the company.

TRIAL EXAMINER: I will ask you to try and not use the word "Supervisor" or "Supervise". Don't use those words.

THE WITNESS: Will you ask the question again?

Q. (BY MR. MC HUGH) Tell us what your job is with the company in as complete and as clear a fashion as you know how.
A. Well, the production of the press, the neatness of the paper, setting of ink, drawing up registered copy, have reports to keep on the down time of the press.

I have reports to keep on the plating of the press, and just in general, my work is routine work. It is the same thing over and over each day.

Q. Do you work with your hands? A. I do.

Q. Are you hourly or salary paid? A. Hourly.

Q. What is your rate of pay, please, sir? A. Per hour?

Q. Yes, sir. A. I am not sure. I think it is $4.20 for the midnight shift.

148 Q. Is Leck Horton hourly or salary paid? A. He is salaried.

Q. What is the classification -- what is the pay scale with the next lowest employee under the head pressman, if you know? A. I don't know.

Q. Do you have any authority to discharge employees? A. I do not.

Q. Have you ever discharged any employee? A. I have not.

Q. Have you ever effectively recommended that an employee be discharged? A. At the beginning of the operation I had talked with Mr. Clinton concerning different people, but not as recommending of discharging.

Q. When was the beginning of the operation? A. February, 1963.

TRIAL EXAMINER: In this plant?

THE WITNESS: In this plant.

TRIAL EXAMINER: That is when this plant started?

THE WITNESS: Yes, sir, if I am not mistaken.

TRIAL EXAMINER: Thank you.

Q. (BY MR. MC HUGH:) Have you ever recommended that an employee be discharged? A. Never.

149 Q. Has your opinion ever been asked concerning the discharge of any employee? A. Never.

Q. Have you ever recommended any employee for a promotion? A. No, sir.

Q. Has your opinion ever been asked concerning the promotion of an employee? A. Never.

Q. Do you have any authority to grant employees time off? A. No.

Q. Could you do so without going to Leck Horton or to Mr. Clinton? A. What was that again?

Q. Could you grant employees time off without going to Mr. Clinton or to Mr. Horton first? A. No, I could not.

Q. Do you have the authority to allow employees to work over time on your shift? A. I do not.

Q. If an employee--if over time was needed, who would allow over time work to be performed? A. Well, that would be Mr. Leck Horton or Mr. Clinton.

150 Q. Does Leck Horton fill out written reports authorizing the use of over time? A. He does.

Q. Who makes out the schedule of work for the following week, for the week to come? A. The work schedule for the men or the work schedule for the run?

Q. Well, both. The work schedule for the men first? A. Mr. Clinton makes it out and Leck has made it out.

Q. Who has been making it out more frequently in the past? A. When we started up Mr. Clinton made it out, and then Leck made it out, and before we came out on strike Mr. Clinton was making it out again.

Q. Who makes out the press run schedule? A. I believe Mr. Clinton does. Mr. Clinton makes it out.

Q. Has your opinion ever been consulted regarding the making out of these two schedules? A. Never.

Q. Do you sometimes work the evening shift when you are the man in charge? A. I work the evening shift as the head pressman.

Q. That is your regular shift? A. No, sir. No, sir. I swing
151 shift.

Q. You swing shift? A. Yes, sir.

Q. So every third or fourth week you have the midnight shift? A. I change shifts every two weeks.

Q. Every two weeks? A. Yes, sir.

Q. Then you are the man in charge on the midnight shift? A. I am the head pressman on that shift.

Q. Now, has an employee ever become sick like -- while you were on the midnight shift while you were in charge? A. Yes, sir.

Q. Who was that? A. I recall Jerry Lawler's mother became sick and he had to leave the plant.

Q. How long ago was that? A. I don't recall. It was a month or two before we came out -- I don't recall exactly when it was.

Q. It was recently, though? A. It was recently, yes, sir.

Q. What did you do when Jerry told you this? A. Jerry kept going. He was stacking papers at that time and the oiler came up and
152 stacked papers and I went and called Leck and told Leck and Leck told me to look on the schedule of the men out there and to call the first man at the top of the list in which was cut back and I started calling and I called sick men before I got one to come in.

Q. All right, sir. A. Five or six.

Q. What are your instructions with respect to contacting Leck Horton when you were on the evening shift by yourself?

TRIAL EXAMINER: What are the hours of the evening shift?

THE WITNESS: Three to eleven.

Q. (BY MR. MC HUGH:) I'm sorry, the midnight shift? A. From eleven to seven?

Q. Yes, sir. A. I know if I have any troubles --

MR. PROWELL: I object. He asked for his instructions.

Q. (BY MR. MC HUGH:) What is your understanding with respect to your authority on the midnight shift?

MR. PROWELL: I object to what his understanding is, Mr. Examiner. I think the first question is proper what has he been told. What was the instructions given to him.

153 Q. (BY MR. MC HUGH:) All right, what have you been told regarding your duties on the midnight shift? A. It was as routine as any other shift.

Q. What would happen if some trouble occurred? A. I would call John Horton. If it became maintenance trouble or with the men concerning someone who had to go home, I would call him. If it was electrical I would call Wilbur Holmes.

Q. Were you under those instructions? A. I was.

Q. Could you estimate how many times you have called Leck Horton while working on the midnight shift to report an incident to him? A. Well, in a week's run there would never be a week that would go by without me having to call him on something that had come up on the press; a breakdown, or something of that nature, or men having to go home.

Q. Your testimony is that approximately once a week you had to call Leck Horton? A. Even more than that I called him.

Q. On these occasions at which you called him did he come in? A. He did.

Q. Did he invaribly come in or just occasionally? A. He only came in on the midnight shift when he was called in. 154

Q. And every time you called him he came in? A. Not every time.

Q. Most of the time? A. Most of the time.

MR. PROWELL: I object to "Most of the time", Mr. Examiner. He can tell how many, but I object to that. I move to strike.

TRIAL EXAMINER: I will grant the motion.

Q. (BY MR. MC HUGH:) Did Leck Horton give you instructions where to contact him if he was not at home? A. There has been occasions when Leck Horton has called the plant and left word with another man in charge if we had a breakdown and if we needed anything he would be at the bowling alley or any place he might go.

If he was out of town he would leave instructions that we get ahold of Mr. Clinton or the next man in line.

Q. Do Mr. Clinton and Mr. Horton make occasional trips into the plant in the evening and on the later shifts? A. On the three to eleven shift Mr. Clinton generally comes in quite often.

155 Q. How about Mr. Horton? A. Mr. Horton does also.

Q. Prior to the time you received that letter from the company stating that you were a supervisor within the meaning of the Act, did anybody from the company tell you that you had such authority before that time? A. Never. No, sir, they did not.

Q. When you got the letter from the company -- after you got the letter from the company did your job duties change in any respect? A. No, sir.

Q. Were you head pressman after you got the letter? A. I was -- well, at one time I did maintenance after I received the letter.

Q. You did maintenance work after you received the letter? A. Yes, sir, but I did that also before I received it.

Q. Have you worked in different departments? A. No, it would be maintenance on the press.

Q. Mechanical work? A. We changed out a carriage.

Q. Had you ever changed out a carriage before or assisted in changing out a carriage? A. I have.

Q. How long does it generally take to change out a carriage?

156 A. Well, I recall when we busted one back when we first began that we changed it out within a shift and a half, or less.

Q. While working on the press as a head pressman have you also done the work that would normally be performed by a row man or an oiler, or a fly boy? A. Well, when the press would be down on change-overs I have changed the rows around, which is my job, to change the row from a smaller row to a larger row and at times when the phone would ring and the stacker man would get a call, I have stacked paper.

Q. How about as an oiler; have you ever done jobs -- A. I have picked up plates and I have set out plans and when we have 12-page change-overs I also hand --

Q. Are those the responsibilities of the oiler to pick up the plates? A. Yes, sir.

Q. Do you also assist in setting ink? A. I set the ink.

Q. Explain what you mean by "setting the ink." A. There is keys behind the carriages, and I set the ink to the copy of the paper.

Q. Is this job manually performed with your hands? A. With my hands, yes, sir.

157 Q. Now, sir. Now, do you receive any bonus at Christmas time? A. No, sir. We receive a turkey.

Q. Did most of the other employees receive a turkey? A. All of the employees that wasn't on salary did.

Q. Did Leck Horton receive a turkey? A. I don't know.

Q. Did he receive a bonus? A. I understand that he did.

MR. PROWELL: I object to his understanding, Mr. Examiner, unless he says he has some knowledge firsthand.

Q. (BY MR. MC HUGH:) Do you have any firsthand knowledge as to whether Leck Horton received a money bonus? A. I was in the press room when Linda Davis came out and had the bonuses to pass out and she gave Wilbur Holmes a bonus and he commented on what it was and how much it was.

Q. Was it -- what did Wilbur Holmes say it was? A. He said it was his bonus for $500.00.

Q. He said it was his bonus for $500.00? A. Yes, sir.

Q. Did you ever talk to Leck Horton about it? A. No, sir.

Q. What kind of vacation do you get; the same as the other
158 employees? A. The same as the hourly paid employees.

Q. The same as the hourly paid employees? A. Yes, sir.

Q. And how much is that? A. It is one day for every 20 working days, I believe, accumulated, up until you get two weeks.

Q. Do you know whether Leck Horton punches a clock? A. He does not.

Q. Do you know whether Wilbur Holmes punches a clock? A. He does not.

Q. Do you punch a clock? A. I do.

Q. What about sick leave? A. I don't get any sick leave.

Q. What about Leck Horton; is he docket for sick leave, or do you know? A. I don't know.

Q. Do you know whether Leck Horton and Wilbur Holmes receive a vacation different from that of the other employees and yourself? A. Possibly. I don't know, but I understand --

MR. PROWELL: I object to what he understands if he doesn't know.

TRIAL EXAMINER: Well, I will sustain the objection.

159 Q. (BY MR. MC HUGH:) Have you ever attended any supervisory meetings at the company? A. No, sir.

Q. Prior to this time had you ever been told you were part of management? A. Never.

Q. Had you ever considered yourself a part of management? A. No, sir.

MR. PROWELL: I object to what he considered himself, Mr. Examiner.

MR. MC HUGH: I think this is entirely relevant to this proceeding, Mr. Examiner. We are here to determine what the man is. His consideration has a vital bearing, and his actions, also, in this respect.

MR. PROWELL: That is not one of the criteria for determining whether or not he fits within the definition of the Act. The definition of the Act is very specific.

MR. MC HUGH: I take exceptions to that, too, Mr. Examiner.

TRIAL EXAMINER: I will sustain the objection.

Q. (BY MR. MC HUGH:) When you first considered joining the Union did you discuss your job duties with Mr. McFee? A. I did.

160 Q. When you received the letter or when you were informed that the letter was sent to the head pressman, did you discuss that fact with Mr. McFee?

MR. PROWELL: I object. This is irrelevant.

MR. MCHUGH: I don't think so, Mr. Examiner.

TRIAL EXAMINER: Let's see. What letter are you referring to?

MR. MCHUGH: The letter that the head pressman received.

TRIAL EXAMINER: Did he discuss that with whom?

MR. MCHUGH: With Mr. Fee.

MR. PROWELL: What we are concerned with is what his duties are. What was the discussion he had with Mr. McFee or what Mr. McFee's opinion was --

MR. MC HUGH: I think the purpose is not to relate that his duties are going to be changed by this testimony, but this bears on the action that the Union took after becoming aware of such information.

TRIAL EXAMINER: I will permit it. Overruled.

THE WITNESS: Would you ask that question again?

Q. (BY MR. MC HUGH:) Did you discuss the letter that you had received or become aware of, or that had been received by the other head pressman with Mr. McFee? A. At the time that I discussed this with

Mr. McFee I had not received mine, but I had read a letter and had the

161 understanding that I was to get the letter.

I called Mr. Donald McFee at Waycross, Georgia, before going in on the shift, and read the letter to him.

Q. You called him long distance? A. Yes, sir, I did.

Q. Did you pay for the call? A. No.

Q. What did he say to you when --

MR. PROWELL: I object to what he said. That has no bearing. This is for --

MR. MC HUGH: That is the purpose of --

MR. PROWELL: Let me finish, Mr. McHugh. Frankly, I am getting a little discouraged by the fact that you will not ever let me finish an objection that I am making.

It seems to me that ordinarily decency would pervail at some point.

Mr. Examiner, I ask that we get some kind of instruction on this.

TRIAL EXAMINER: There is no intentional interruption, I am sure. Go ahead.

MR. PROWELL: I object to it. It has no, absolutely no bearing, a telephone conversation between this man and a Union representative concerning his authority at the plant.

162 MR. MC HUGH: Are you finished, Mr. Prowell?

MR. PROWELL: Yes, sir.

* * * * *

TRIAL EXAMINER: I will permit this. Objection overruled.

Q. (BY MR. MC HUGH:) All right, sir, what did Mr. McFee tell you? A. I read the letter to him and he asked me -- well, I told him I was pretty well shook up over it. He said okay, he was coming on in to town the next day or so, but, anyway, I was not completely satisfied with the answer he gave me, and he said, "Just a minute." He said, "Let me get some kind of --" the Taft-Hartley Law, or something, and he read it to me.

Q. What do you recall that he read to you? A. I recall that he read something concerning that I had the right to join and to assist in organized labor, and then he began to ask me questions again concerning

163 my job duties, and he asked me if I could fire, hire, or lay off, any of those things, and which the law had stated that I would have to do to be a supervisor.

I told him that I didn't do any of them.

Q. You told him that? A. Yes, sir.

Q. All right, sir. Did you also attend the second Union meeting in Childersburg? A. I did.

Q. Do you recall being asked not to sign the second petition? A. I do.

TRIAL EXAMINER: By whom?

THE WITNESS: I talked with Mr. Donald McFee and he advised me not to sign it.

Q. (BY MR. MC HUGH:) Mr. Hickey, were you in any way consulted about the cut-back in the work schedule before it occurred? A. I was not.

Q. How were you made aware of the cut-back? A. Some of the boys -- I don't recall who it was, but it was in the plant -- went out to the plant at that time, and we were waiting on the schedule to go up, and he came to my home and told me about it.

164 Q. Who told you about it? A. I don't recall who it was, but Guy Wheeles, he called and told me about it.

Q. What did Guy Wheeles say when he talked to you about it? A. He called me from the press room and asked me if I had seen the schedule. I told him I had not, but I heard about it, and he asked me if I was pressed over it, and I told him I was if he was, and at that point I said bye and he said bye.

Two or three minutes later he called back and apologized, and he said he didn't mean to be so rude about it.

Q. Did you discuss the cut-back with any supervisor? A. I did not.

Q. You did not talk with Leck Horton about it? A. No, sir.

Q. You testified that you came out on strike and are presently on strike? A. Yes, sir.

* * * * *

165 Q. After the cut-back was announced did you assist in rebuilding and overhauling a carriage? A. I assisted in taking one out.

Q. In taking one out? A. Yes, sir.

Q. When was this done? A. To the best of my recollection, it was December 4th. I am not sure of that date.

Q. Who assisted -- whom did you assist in that job? A. I worked that day with Frank Horton, Wilbur Holmes, and Leck was out there working with us.

Q. All right, sir. How long did it take you to take that out?

166 A. We completely had the carriage removed and ready for the other one to go in within eight hours, or seven and a half hours.

Q. Did you insist in putting the other carriage in to the press? A. To the best of my knowledge, we got it prepared to go in. I don't recall whether we got it in or not.

Q. All right, sir. Have you ever been -- did you lose any time as a result of the cut-back? A. I did.

Q. How much time did you lose? A. I believe I lost one day.

Q. One day a week, or one day? A. I believe the first week the cut-back was I got five days and the second week I was scheduled for four days and the third week four, if I am not mistaken. I only lost one day before the strike.

Q. Had you ever been cut back in your time with the company before this time? A. I had not.

Q. Earlier in your employment, Mr. Hickey, did you have a discussion with Leck Horton about your authority and assigning employees to work? A. I did.

167 Q. Try to recall that as best you can, sir, at this time.

TRIAL EXAMINER: About when was this?

Q. (BY MR. MC HUGH:) Approximately when, Mr. Hickey, was it, if you can recall? A. I don't recall. It was sometime back earlier in the beginning of the press room operation.

Q. Approximately when was that? A. It was from the time that we had started having extra men on our shift, and I don't know what time that was. I mean, say, for instance, a job run over, and --

Q. Two or three months after the press started?

MR. PROWELL: I object to your suggesting a time to him, now.

TRIAL EXAMINER: Sustained.

Q. (BY MR. MC HUGH:) Do you have any recollection as to when it occurred with reference to the point of time the press began running? A. I couldn't say.

Q. All right, sir. Tell us the conversation as best you recall. A. Well, from time to time we would have extra men that we would go out, split delivery, and to check and we would have an extra man to use elsewhere on the press for training purposes, and I recall that I was
168 talking to Leck about it and I told him -- we didn't have any system set up concerning whether these men, what they would do, and where they were trained at, and I rotated opposite from them.

I worked with all thirty men every six weeks and I didn't know when they were hired and how they fell in the ranks of training, or anything, and I told him I didn't think it was my job to pin point a man and say you go row and me knock another man out of doing it.

I told him I couldn't keep up with it and I felt it was his duty.

Q. What did he say? A. He said he agreed with me.

Q. Have you done any assigning of work since that time? A. I have not.

Q. Are you ever asked to pass on the qualifications of any of the employees that work with you? A. No, sir.

* * * * *

169 Q. Were you elected to an office by this Local Union Chapel? A. I was.

Q. What office was that, sir? A. Secretary-Treasurer.

Q. When did this occur? A. October 25th, I believe. I am not
170 sure of that date.

Q. Of 1964? A. 1964, yes, sir.

MR. MC HUGH: That is all the questions I have, Mr. Examiner.

* * * * *

CROSS EXAMINATION

Q. (BY MR. PROWELL:) Prior to September of 1963, Mr. Horton was a head pressman just like you are, was he not? A. I don't recall.

Q. Well, about that time? A. I don't know.

171 Q. Was he ever a head pressman while you were there? A. He was.

Q. Do you recall that when he became Superintendent of the plant? A. I do not.

Q. Well, you know he is the superintendent of the plant in charge of all of the departments in the back, do you not, in the manufacturing process? A. Yes, sir.

Q. Now, he has held that job since the fall of 1963, approximately? A. I don't know that.

Q. You don't have any idea when he became superintendent? A. I do not.

Q. You know that Mr. Foster is foreman of one department, isn't he? A. He is.

Q. And Mr. Leslie is foreman of another department, isn't he? A. Yes, he is.

Q. And those departments work normally during the day light hours, day hours; the first shift hours, if you want to call it that? Isn't that true? A. The stereotype does. No, it is not true.

172 Q. Well, the sterotype, who is over the stereotype? A. Who is over the stereotype.

Q. Yes, sir. A. Gene Leslie.

Q. Mr. Foster has what; the plate room and what else? The plating department and what other department? A. The nickeling department.

Q. The what; the nickeling? A. Yes, sir.

Q. What other department; stereotype? A. He has the mats.

Q. The mats? A. Yes, sir.

Q. What else? A. Well, I know that they are spliting ring. At that time they have.

Q. Now, the press runs on a different schedule from the rest of the plant, isn't that right? I mean, you work around-the-clock? A. I swing shift.

Q. I mean the press itself; the whole press is run on an around-the-clock basis, isn't that right? A. It is.

173 Q. And you have four separate crews operating the press, isn't that true? A. No, sir.

Q. Do you have four crews? A. No.

Q. You have four head pressman, don't you? A. We do.

Q. And you have three regular crews and a swing man, is that what you have? A. That is right.

Q. Now, let's get your title straight first.

You know, do you not, Mr. Hickey, that you are classified as the foreman in the press department?

MR. MC HUGH: I object, Mr. Examiner. I think this is an irrelevant question. You asked the witness at the time which he started testifying to stay away from titles or words to this effect.

MR. PROWELL: He didn't say about foreman.

MR. MC HUGH: Your question intimated that he didn't want to hear the word supervisor, and foreman is just as conclusionary as supervisor.

TRIAL EXAMINER: I will permit this. This is a question of whether he knew how he was classified.

MR. MC HUGH: All right.

Q. (BY MR. PROWELL:) Have you ever known that you were classified as a foreman? A. No, sir, I did not.

174 Q. Could you be mistaken, Mr. Hickey? A. I have been called the first assistant and head pressman. You can call that a foreman if you want to.

Q. Do you fill out and keep track of the time reports showing the number of hours each day that each of the men on your crew work? A. Not each day.

Q. Well, I mean you fill it out at the end of the week, or at the end of the day? A. At the end of the week.

Q. At the end of the week? A. At the end of the week, yes, sir.

Q. And do you sign that as foreman? A. I do not sign it as foreman.

MR. PROWELL: Mark one of those exhibits 6 and one of those 7, Respondent's 6 and 7, please.

(The documents above referred to were marked Respondent's Exhibits Numbers 6 and 7 for Identification.)

Q. (BY MR. PROWELL: Mr. Hickey, I want to hand you Respondent's Exhibit 6 and 7 for identification and ask you if those are your reports that you made out covering the time that those employees in your crew worked for those respective pay roll periods? A. Yes, sir, I

175 made these out.

Q. Now, look in the left-hand corner.

Does it say "Foreman", and after that the signature of George Hickey? A. It is not a signature. It is my name printed, and I didn't put it there to be foreman.

Q. But that is your report that you filled out, right? A. That is true.

Q. And the word "Foreman" is part of the printed form, right? A. That is true.

Q. Some of those you signed, didn't you? A. I possibly could have.

Q. All right, then you did know that you were classified as foreman, didn't you? A. I did not.

Q. All right, sir, but these are your reports that you made out? A. Those are my reports.

Q. And you made out one every week that you were in charge of the crew, right? A. That is provided my day off didn't come at the end of the week. If it did, ever who else was running the press made it out for me.

176 Q. Well, you had a swing man and this particular report shows the name of Mr. Nickolson on here, and he worked on the days that you did not work, is that true? A. That is true, and he worked on the days that I also worked, too.

Q. On occasion somebody would fill in, right? A. Right.

Q. All right, I want to show you a document which has been introduced here as General Counsel's Exhibit 10, and ask you to look at that and state whether or not you received a copy of that from the company?

TRIAL EXAMINER: This is General Counsel 11.

MR. PROWELL: I am sorry. Exhibit 11.

TRIAL EXAMINER: I suggest that you show him an exhibit copy.

MR. PROWELL: Excuse me. I am sorry. I thought that is what I had.

THE WITNESS: What is the question again?

Q. (BY MR. PROWELL:) I said did you receive one of those? A. There was one left in the press room for me.

Q. And you are saying that is the only time you saw one? A. No, sir. I have seen them five years ago in Lofkin, Texas.

177 Q. And you read that document, did you? A. Yes, sir, I have read this document.

Q. And as a head pressman did you carry out the duties set forth thereon? A. I hope that I did.

Q. Well, don't answer whether you hoped to. Did you, to the best of your ability, carry those duties and those instructions out? A. To the best of my ability.

MR. PROWELL: Mr. Examiner, at this point I want to offer Respondent's Exhibit 6 and 7 which I have shown to counsel for General Counsel.

TRIAL EXAMINER: Any objection?

MR. MC HUGH: No, sir, I don't have any objection. I trust Mr. Prowell has copies of them as the rules provide.

TRIAL EXAMINER: I will receive Respondent's Exhibit 6 and 7.

(The documents above referred to, heretofore marked Respondent's Exhibits Numbers 6 and 7 were received in evidence.)

Q. (BY MR. PROWELL:) I hand you a document marked for the purpose of identification as Respondent's Exhibit Number 8, and ask you
178 if you will examine that, sir, and state whether or not -- state if it isn't true that that is posted inside the plant at Dixie Color Printing Company? A. Yes, sir.

Q. And has been posted for a long period of time, has it not? A. I don't know how long it has been posted.

MR. PROWELL: I offer Respondent's Exhibit 8.

MR. MC HUGH: No objection.

TRIAL EXAMINER: What does this relate to, Mr. Prowell?

MR. PROWELL: It relates to his testimony in the supervisory authority to function as a head pressman.

TRIAL EXAMINER: Where is that, Mr. Prowell? Is there some reference to head pressman in there?

MR. PROWELL: I thought there was. I may be wrong.

TRIAL EXAMINER: I will ask the audience, please, to be a little more disciplined.

MR. PROWELL: I am referring primarily to Item Number 3 and I want to ask him a little more about that in a moment.

I am sorry, Mr. Reporter. I marked myself the document Respondent's Exhibit 8 for Identification. Would you now mark it. I
179 believe it has been received. Would you mark it, please?

(The document above referred to, was marked Respondent's Exhibit Number 8 for Identification.)

MR. PROWELL: We offer Respondent's Exhibit 8.

TRIAL EXAMINER: There being no objection I will receive Respondent's Exhibit 8.

(The document above referred to, heretofore marked Respondent's Exhibit Number 8 was received in evidence.)

Q. (BY MR. PROWELL:) Now, I understand your testimony to be that when you have an extra man on the press that you are to take that man out and to train him to do some other job other than the one he is on.

Is that what I understood your testimony to be? Is that correct? A. Repeat that again.

MR. PROWELL: Read it back, please.

(Whereupon, the Court Reporter read the pending question, as requested.)

THE WITNESS: I don't recall whether that is my testimony or not.

Q. (BY MR. PROWELL:) Well, is that true? A. True of whether
180 or not I put a man on another job and trained him?

Q. No, let me go back a moment. I understood your testimony that on occasions you were scheduled to have a six man crew or seven man crew, and because of the schedule of work you do not -- in the middle of the shift there is a change in the particular paper that you are running and you only need a six man or a five man crew thereafter, and you have an extra man.

Now, what I am asking you is when that man becomes extra are you supposed to take that man out and put him over to run the job that he does not know? A. That man is aware of where his seniority lies and he goes there by himself if Mr. Horton is not there to direct him there or I call him or there is any disturbance between the men. I don't tell him what to do.

Q. Let me read you something and ask you if you have ever made this statement?

"I have been told by Leck Horton that if I ever had an extra man on a shift to put the extra man on a job at which he had had no prior experience."

Did you ever make that statement? A. I made that statement and
further in that statement I also said that I discussed it with Mr. Leck
181 Horton from that time on and I had never made a decision to where
to put a man.

Q. You never made a decision as to where to put a man? A. No, sir.

Q. Now, what do you do, then, with a man at nighttime when you run out of work and you have got an extra man? A. Well, the man knows where to go.

Q. What do you do with him? What do you tell him to do? A. I don't tell him to do anything.

Q. You are the man in charge and you don't tell him anything? A. No, sir. He knows his job as I know mine.

Q. All right, sir. You are the foreman, the man who signed as foreman at night and you are telling us now that you let that man roam around the plant? A. I don't sign as foreman at night.

Q. Didn't you sign this report that I just showed you as foreman? A. I signed it.

Q. You made it out didn't you? A. I don't know whether I signed it at night or not.

Q. I am not talking about when you signed this. You signed it
covering a night shift operation, didn't you? A. I signed it as foreman,
182 sure.

Q. You are telling me now that you are the man in charge at night, is that correct? A. I am telling you I am the head pressman at night.

Q. All right, sir. There is nobody else there, no other supervisor there at night at all? A. So far as I am concerned there is no supervisor there at all.

Q. You are saying now that you are not a supervisor so there is nobody there at all in charge at night?

MR. MC HUGH: I object. The answer calls for a conclusion on the part of the witness.

TRIAL EXAMINER: Overruled. He is summarizing the testimony thus far.

Q. (BY MR. PROWELL:) Is that what you are saying, Mr. Hickey? A. What is that?

Q. That there is nobody, no supervisor, nobody in charge of that plant from 4:00 to 4:30 in the afternoon until 7:00 o'clock the next morning?

MR. ADAIR: I object.

Q. (BY MR. PROWELL:) Is that your testimony?

MR. ADAIR: I object. Either he is using the term supervisor or man in charge. They are not synonymous, necessarily.

183 TRIAL EXAMINER: I will ask you to rephrase that, Mr. Prowell.

Q. (BY MR. PROWELL:) Is there anybody there at night? A. Yes, sir.

Q. Wait a minute. Let me finish the question.

Is there anybody there at night who is in charge except the man in charge between 4:30 in the afternoon and 7:00 o'clock the next morning other than you? A. There is times when there is other people there other than me.

Q. I mean on a regular basis, Mr. Hickey? A. Mr. Horton and Mr. Clinton, as I said in my testimony, came in and out quite often.

Q. I said on a regular basis, Mr. Hickey? A. I am there.

Q. All right, and there is nobody else there but you on a regular basis, is that right? A. No, sir, there is five other men.

Q. I said nobody else in charge there on a regular basis except you? A. I am over the press, is that what you mean?

Q. All right, sir, that is what we are talking about.

You are responsible for the press and the operation of the press?

They hold you responsible for that, don't they? Isn't that true, sir?

184 A. They hold me responsible for the press?

Q. Yes, sir, the operation of it when you are on duty?

MR. MC HUGH: Mr. Examiner, I submit that that is a vague question.

TRIAL EXAMINER: Well, I will permit that question.

Q. (BY MR. PROWELL: Isn't that true? A. Would you ask it again, please?

MR. PROWELL: Read it back to him.

TRIAL EXAMINER: I will rephrase the question.

Is it true that the company hold you responsible for the operation of the press on the midnight shift when you are on the midnight shift?

MR. PROWELL: Evening and midnight shift.

TRIAL EXAMINER: And the evening shift as well?

THE WITNESS: I hope they don't.

Q. (BY MR. PROWELL:) Isn't that what General Counsel's Exhibit 11 says? Look at General Counsel's Exhibit 11. You testified, did you not, that you undertook to carry out the duties and responsibilities set forth in it. Isn't that what it says?

TRIAL EXAMINER: We are referring to a certain place there, Mr. Prowell?

MR. PROWELL: The first page. Let's see, Mr. Hickey --

185 MR. MC HUGH: I think we have a question already propounded.

TRIAL EXAMINER: He has not answered.

MR. PROWELL: I assumed he was going to pass over that one for the amount of time he has taken.

MR. ADAIR: Let the record show that he is looking at the document.

MR. MC HUGH: And let the record show that the first page is also a page with lengthy paragraphs on it and the respondent's counsel has not attempted to show the witness what the paragraph in question is.

MR. PROWELL: Do you wish to testify, Mr. McHugh?

MR. MC HUGH: I merely wanted the record clear, Mr. Examiner.

MR. PROWELL: Than I object.

TRIAL EXAMINER: I take it you are referring to the second paragraph on the page, Mr. Prowell, is that right?

MR. PROWELL: The specific duties of each employee shall be as follows. That is the next thing I was going to ask him. Let me ask you this question.

TRIAL EXAMINER: Well, excuse me. You asked him if the company held him responsible, I think.

MR. PROWELL: That is right.

TRIAL EXAMINER: But the language of the rules is the man in
186 charge, the man in charge will have general supervision of the entire crafts.

MR. PROWELL: That is what I am asking him right there. That one question. He has already testified that he knew of these instructions, that he received them, and he attempted to take care of them. I am asking him that question.

Q. (BY MR. PROWELL:) Does the man in charge have general supervision of the entire press and the control of its operation and therefore be responsible for the volume of production? A. I am responsible for the volume of production.

Q. Didn't you testify earlier that you attempted to carry out these instructions? A. I did.

Q. All right, sir. Then, you, as the man in charge, you have general supervision of the entire press, is that what you testified to awhile ago, or do you want to change that testimony? A. I testified that I had the general -- the entire press.

Q. All right, sir, let me ask you this:

The man in charge shall have all employees working on the press under his authority.

Do you have that, too, or do you wish to change that? A. When
187 you are speaking of authority, I don't know how far you are going.

Q. I am reading you from a document that you said you were aware of and that you attempted to the best of your ability to carry it out.

MR. MC HUGH: Mr. Examiner, the document is not in issue. What is in issue is the extent of this man's duties.

MR. PROWELL: Let me get through, Mr. McHugh.

MR. MC HUGH: I am propounding an objection, Mr. Examiner, and I want to be heard.

MR. PROWELL: Wait until I get through with the question, please.

TRIAL EXAMINER: Let me hear Mr. McHugh a minute.

MR. MC HUGH: There is no dispute that these rules set forth what they say. The question is the extent of the actual authority that this
188 employee has and you can set up there and read him this document all day long and it isn't going to enlighten the trial examiner one iota as what his actual duties are and the extent of his authority, and I submit that we are taking an awful long time to come to the issues.

TRIAL EXAMINER: All right, go ahead, Mr. Prowell.

Q. (BY MR. PROWELL:) All right, sir. Is it your testimony now that you do have all employees working on the press under your authority? A. I didn't testify to that. I testified to these rules.

Q. Well, look at the rules. A. I am looking at them.

Q. All right, look down in -- I guess you would call it the second paragraph starting with "man in charge shall have all employees working on press under his authority."

Is that written on there? A. That is written on there.

Q. And that is what you testified a while ago you attempted to the best of your ability to carry out, isn't that true? A. That is right, and I also said that I don't know how far my authority went.

Q. All right, sir. Now, read the next line.

"And he must see that each is performing his duties properly in accordance with the rules."

189 Is that written on there? A. It is.

Q. And did you testify earlier that you attempted to carry that out? A. Each man performs their duties on the press?

Q. And in accordance with the rules and regulations of the company. Is that written on there in accordance with the rules? A. That is right.

Q. So you enforced the rules, did you not? A. I did not enforce them.

Q. Well, you were supposed to according to that, weren't you? A. I said I didn't know how far my authority went.

Q. I am not talking about authority now. I am asking you if that document doesn't say that you will enforce the rules of the company with respect to these people on that press.

MR. ADAIR: I object. The document speaks for itself.

MR. PROWELL: We are talking about what he did.

MR. MC HUGH: Let's get specific.

TRIAL EXAMINER: The document speaks for itself.

MR. PROWELL: But he has testified, Mr. Examiner, that he carried these out to the best of his ability. Now, we have a right to go into it.

MR. MC HUGH: Obviously if he didn't he wouldn't be there today.
190 Why don't the respondent go into these questions concerning his authority and not statements that are contained in a self-serving document.

TRIAL EXAMINER: I don't know what new facts you are after, but if you can get some new facts, go ahead.

MR. PROWELL: All right, sir.

TRIAL EXAMINER: There is no sense repeating what we already have in the record. That is my point.

MR. PROWELL: I understand that, but the witness has testified to one thing on direct and, so far as I am concerned, this is something contrary.

Q. (BY MR. PROWELL:) The point I want to make you is, sir, that you say that you attempted to carry out those duties and authorities and responsibilities and that they provided that you would enforce the rules and regulations with respect to the people on the press.

Now, I am saying to you did you attempt to carry out the instructions in that respect, or didn't you? A. I carried them out as far as my ability and when it went any further than that I talked with Leck Horton.

Q. All right, sir. In other words, as far as you could go you carried them out, and if you ran up on some question that you were in doubt about, then you got in touch with Mr. Horton, is that right? A. Every question that I was in doubt about I got in contact with Mr.

191 Horton.

Q. All right, sir. Even at four o'clock in the morning? A. Yes, sir, even at four o'clock in the morning.

Q. All right, and sometime at night the finished product would get stacked up around the press, would it not? A. The skid out into the area, yes, sir.

Q. And when that happened you would go over and get one of the colored maintenance people to come over and move it? A. I did not.

Q. How did you arrange for it to be moved? A. If they didn't move it it didn't get arranged to move or John Horton came in and advised him to move it.

Q. You didn't tell anybody to move it? A. No. I moved it myself if it had to be moved.

Q. You moved it yourself? A. Yes, sir.

Q. All right, now, Mr. Horton does a considerable amount of maintenance work on the press himself, sometimes when it breaks down, does he not? A. He does.

Q. And if he is not available to do it, then you call on his brother, Frank Horton, and he is the other maintenance man who does that kind of work? A. I would call him after I had permission from Mr. Clinton or either directions from Leck Horton to call him.

192 Q. Well, if Mr. Horton is out of town what do you do then? A. Mr. Horton would tell me who to call.

Q. I said if Mr. Horton was out of town what do you do then? A. Which Mr. Horton?

Q. Mr. Leck Horton. I said if he is out of town do you call his brother Frank? A. If Leck told me he was going out of town he would tell me who to call.

Q. If he didn't tell you what happened? A. He always told me to the best of my knowledge.

Q. So you never called his brother Frank to come in and fix something without checking with Mr. Leck Horton first, is that your testimony? A. That is true.

Q. If you have an electrical problem or trouble you say you call Mr. Holmes to come in? A. That is right.

Q. All right, when he comes in then you show him what to do and what you want done? A. No, sir.

Q. Well, how does he know what to do? A. I tell him where the trouble is at. I don't tell him what to do and how to do it.

Q. All right, you are not an electrician, are you? A. I have done
193 electrical work.

Q. Are you a qualified electrician? A. I wouldn't think so.

MR. MC HUGH: I object to this. This is irrelevant as to whether this man is an electrician or not.

TRIAL EXAMINER: Sustained.

Q. (BY MR. PROWELL:) Now, in regard to this petition that you said that was circulated to get the signatures on it, you said that you had it.

How many people signed that petition while you had it in your possession? A. I don't really know.

Q. Approximately? A. I don't have any idea.

Q. Well, could it have been more than twenty? A. I don't -- no, sir, I didn't have that many to sign.

Q. Well, could it have been more than ten? A. I don't know.

Q. Give us your best estimate? A. I don't have any estimate.

Q. I don't have any idea? A. No, sir, I do not.

Q. Well, how long did you have it in your possession? A. Don McFee gave it to me one day at lunch and I kept it to that point later afternoon when it was left in my mail box.

194 Q. From lunch to late afternoon did you have it in the plant? A. No, sir, I was not working.

Q. Well, how many people came by your house employed at the plant between that period of time? A. On that certain day not any except Bob Gaston came to the mail box to get it.

Q. All right, the next day how long -- the next time you had it how long did you have it? A. I don't recall.

Q. You don't have any idea who signed it? A. No, sir, I don't have any idea who signed it.

Q. Did you have some union meetings at your house? A. I had one there.

Q. Was that in connection with signing the petition? A. The petition was discussed that night.

Q. Did you talk about it yourself? A. I don't believe that I did. I am not sure.

Q. As far as the maintenance work was concerned in the plant, when Mr. Frank Horton, the man next in line to Mr. Leck Horton, if he needed some mechanical work to be done on the press, you used that term "next in line", and I want to know if that is what you were referring to with Mr. Frank Horton being next in line behind Mr. Leck Horton as the man that you would contact if you needed some mechanical work

195 performed on the press? A. When I was referring to "next in line" Mr. Clinton told me if I ever needed anybody to call Leck and call him and if I couldn't get him to call Gene Leslie and if I couldn't get Gene Leslie to get Frank Foster and they would see whoever was needed to come out there and they would get them out there.

Q. All right, sir. Now, it is true around the press when you got the press in operation that anybody who is around there would pitch in and help out to do any little job that is needed to keep the press going and running in proper order, isn't that true; you or anybody else? A. I don't follow you on that statement. Repeat it, please.

Q. I said anybody who is working around the press or in the area, in case there is some little something, a thing that needs to be done or adjusted, whoever is around there will, if necessary, pitch in and help to keep the press running, isn't that true? A. If there is something that needs to be adjusted on the press the press comes down.

Q. The press comes down? A. We bring it down, yes, sir.

Q. I said if it is down and if it is not operating and there is some adjustment that needs to be done, whoever is around there will help to get it down and get the press back in operation, isn't that true?

196 A. Say for instance we needed an adjustment of the roller and I were down I would adjust it.

Q. You would adjust it or whoever else was around there who was qualified would help you, isn't that right? A. That is right.

Q. You would call on anybody you could to help get that back in operation? A. No, sir. I would call the next man next to me.

Q. The next man next to you on the press? A. Yes, sir. That is right. Mostly the oiler.

Q. Mostly the oiler? A. That is right.

Q. As a matter of fact, the oiler makes out a report of his oiling schedule on the press, doesn't he? A. He does.

Q. And you have to make out an inspection of his work and sign it off as the man in charge, don't you? A. The inspection is supposed to be made of what he did.

Q. And you have to approve it by signing it inspected by the man in charge, right? A. I don't have to approve it. I sign it.

Q. Well, do you have to check his work? Didn't you just testify to that? A. He is a qualified oiler. I don't go around and check everything —

197 Q. I said, isn't it your responsibility to check it and don't you sign it off the sheet saying it was inspected by you? A. I took it for granted that he did it and signed it.

Q. I understand that, but you didn't answer my question.

Don't you sign the oiler's report under the blank entitled "Inspected by man in charge" and don't you approve it? A. I don't approve it. I sign it.

Q. You sign it? A. Yes, sir.

Q. You are saying now that you do not make an inspection of his work? A. He is a qualified oiler. I do not.

Q. Suppose he is not qualified. A. He wouldn't be oiling.

Q. All right, then any man who has ever been on your press, you are telling me now, you assume that he is qualified and you do not make the inspection which is required by the form that you sign, is that true? A. Well, if Mr. Lec Horton schedules him to work he is qualified to do it.

Q. You didn't answer my question. I said at any time that you have ever had an oiler working for you you just assumed he was qualified and you did not inspect his work in keeping with the document

198 that you signed? A. I don't recall ever inspecting his work.

Q. All right, sir. You don't deny, do you, that you signed the report saying that you did inspect his work, do you? A. I signed the report.

Q. All right, sir. You signed one of them every week, or how often? A. At the end of each shift.

Q. At the end of each shift? A. Yes, sir.

Q. You did the same thing with respect to the work of the roller man, didn't you? A. Yes, sir, I signed his report.

Q. You signed his report, too, and you are supposed to have inspected that. Did you do it? A. I don't have to inspect his work.

Q. Weren't you supposed to? A. If he has any difficulties it is on my report.

Q. I said weren't you supposed to inspect his work before you signed that report, and that is the purpose of the report, isn't it? A. No, sir. The purpose of the report is to make sure that the pasters are made and if he had paster failures or web breaks I would have them on my report and my report corresponded with his.

199 Q. Yet, you signed his report as approving it and inspecting it, didn't you? A. I signed his report.

Q. But you say you didn't make that inspection? A. There was no inspection to be made.

Q. All right, I believe you said that some time around the first of December that you assisted in the installation of an inking carriage in the press. A. I said that I helped remove a carriage from the press.

Q. You helped remove one? A. Yes, sir.

Q. But you did not help put another one back in its place? A. I didn't say that. I said I didn't recall whether or not I helped put it back in or not. I think it was ready to go back in. Whether we got started on it, I don't know.

Q. You don't remember? A. I don't remember.

Q. You do remember that you were taking one inking carriage out and the company was going to put another one in its place, is that true? A. Yes, sir.

Q. And during that time the press had to be down, right? A. No, sir, it didn't have to be down.

Q. Well, it couldn't run with the inking carriage out, could it?

200 A. Yes, sir. The third unit could very well run with the inking carriage out.

Q. You said it could run? A. We have run it.

Q. The third unit? A. Yes, sir.

* * * * *

202 Q. (By Mr. Prowell:) Now, let's look at respondent's exhibit 8 again over on page 2, paragraph number 7.

Will you read that to yourself, sir?

TRIAL EXAMINER: What exhibit is this?

MR. PROWELL: Exhibit 8.

THE WITNESS: You told me to read 7.

Q. (By Mr. Prowell:) Yes, sir, the paragraph is 7 but the exhibit is 8.

MR. McHUGH: Since there is only one copy, why don't we have the witness to read it out loud for the benefit of the trial examiner and for the benefit of counsel for general counsel.

TRIAL EXAMINER: Paragraph 8?

MR. PROWELL: Paragraph 7.

TRIAL EXAMINER: I will read it. This is office rules and regulations.

203 "Smoking is not permitted in the pressroom, storage or shipping rooms. Smoking in no smoking areas will be penalized by time off from work or possible dismissal for a second offense. All employees must comply with ordinances and insurance company regulations."

Q. (By Mr. Prowell:) All right, sir. Now, you testified, did you not, that you were in charge of the press and all of the people working on the press, is that true? A. That is true.

Q. That specific rule says that there will be no smoking in the press room and certain areas. Did you enforce that rule with respect to the press room? A. Would I or did I?

Q. Would you?

MR. MC HUGH: I object. That calls for a conclusion on the part of the witness as to facts not adduced.

MR. PROWELL: We are talking about authority, Mr. Examiner. We are not talking about whether or not it has been exercised.

MR. ADAIR: The question was what would he do.

MR. PROWELL: That is correct, would he enforce the rule?

MR. ADAIR: I object. It is not material or relevant.

TRIAL EXAMINER: I will permit it. Overruled.

THE WITNESS: Would you ask the question again?

204 Q. (BY MR. PROWELL:) I said would you enforce that rule? A. If I caught someone in there smoking I would tell Mr. Horton about it.

Q. All right, you enforced the rule. If you caught him at night what would you do? You would reprimand him, wouldn't you; tell him to cut it out, or stop it? A. I would ask him if he would not smoke in the press room.

Q. And if they didn't do what you told them you would tell him the next day? A. No, sir, I would call him then and tell him.

Q. You would call him then? A. Yes, sir.

Q. All right, and if you couldn't get Mr. Horton then you would send the man home? A. No, sir, I would not.

Q. You would report it to him the next morning? A. I would get Mr. Clinton or someone. Someone would be available.

Q. As secretary of the Union -- I believe you said you were secretary? A. Yes, sir.

Q. You referred to the fact that the petition was circulated in which the signatures were secured for the Union.

Did you receive some withdrawals or requests from people to withdraw their names from that petition? A. I did not.

205 Q. Did the Union receive any to your knowledge? A. To my knowledge they didn't.

TRIAL EXAMINER: Did not?

THE WITNESS: They did not.

Q. (BY MR. PROWELL:) Did you have any part in the expelling of employees in the company from membership in the Union and a fine of some seventy-five hundred dollars each?

MR. MC HUGH: Objection. It is irrelevant, Mr. Examiner.

MR. PROWELL: It is not if they revoked the authority.

MR. MC HUGH: It is beyond the scope of direct examination.

TRIAL EXAMINER: May I have the question read, please?

(Whereupon, the Court Reporter read the pending question, as requested.)

TRIAL EXAMINER: How could this advance the issues, Mr. Prowell?

MR. PROWELL: If this revoked any authority which the Union had with respect to these people, it could. We are talking about now whether or not the Union represented certain people, and --

TRIAL EXAMINER: He said he knew nothing about any.

MR. PROWELL: About any specific revocation by the employees to the Union. Now, I am asking him if he had any part in the expulsion of these people and knew about it.

TRIAL EXAMINER: That assumes a fact not in evidence. Suppose
206 you start and ask him if he knew of any people expelled.

Q. (BY MR. PROWELL:) All right, do you know of anybody that has been expelled? A. After coming out on strike I know some that were expelled.

Q. You say they were expelled after you came out on strike? A. Yes, sir.

Q. You don't know of any prior to that time? A. No, sir.

Q. How many were there? A. Two.

TRIAL EXAMINER: Do you know the names of those two?

THE WITNESS: Yes, sir, Guy Wheeles and Bobby Norred.

TRIAL EXAMINER: They were members of the Union, but didn't come out on strike?

THE WITNESS: Yes, sir.

TRIAL EXAMINER: So they were expelled and fined, is that the point?

THE WITNESS: They were expelled approximately thirty to sixty or maybe forty-five days after we came out on strike, and I have a similar report to fill out and after we had been out thirty days or forty days when I filed it, well, there was no strike benefits card and they asked me the reason why there wasn't and I put on there the names and that they had read it and asked the question if they read it on there and

207 they wrote back to me and told me to give it to the president of the Union, which is Bobby Gaston, a copy of the letter, and tell him to take action and as to what action, I asked him what action we were going to take against these two people and to notify their office.

MR. PROWELL: Are you finished?

TRIAL EXAMINER: Yes, sir.

Q. (BY MR. PROWELL:) The strike started at night, did it not? A. It did.

Q. And you, along with some others, went into the plant and told the employees that the strike was in effect and to come on outside and stop the works? A. I went into the plant. I didn't have anything to say about coming on outside and stop the works.

Q. Well, when you went in the people did stop, didn't they? A. The press was already stopped. They were on their lunch break.

Q. The press was already stopped? A. Yes, sir.

Q. And then and the others then turned around and walked out and set up a picket line, didn't you? A. We walked out. They walked out. I was already out so far as myself.

208 Q. You went in the plant, though? A. I went in the plant.

Q. And after you talked with the people in there then everybody went out, didn't they, most of them? Not all of them, but most of them went out? A. They all came out but one.

Q. All but one? A. Yes, sir.

Q. Including the head pressman, right? A. The head pressman did not come out.

Q. Who was that? A. Guy Wheeles.

Q. And you say everybody came out. You mean the people on the press came out? A. The people on the press.

Q. The colored man did not come out. He was not in your all's Union, right? A. He did not come out.

MR. PROWELL: That is all I have, sir.

MR. MC HUGH: May I see Respondent's Exhibit 8, please?

MR. PROWELL: Yes, sir.

REDIRECT EXAMINATION

Q. (BY MR. MC HUGH:) I just have one question.

Mr. Hickey, did you ever recommend any employee for failure to comply with those rules? A. I did not.

209 Q. Did you ever recommend any discipline to any -- either Leck Horton or Mr. Clinton to any employee for failure to comply with those rules? A. I did not.

MR. PROWELL: Are you through, Mr. Mc Hugh?

MR. MC HUGH: No, sir, I am not.

Q. (BY MR. MC HUGH:) Do you know whether Gene Leslie and Frank Foster are salaried? A. Yes, sir.

MR. PROWELL: I object unless this witness knows of his own knowledge.

Q. (BY MR. MC HUGH:) Do you know of your own knowledge? A. I know of my own knowledge. Yes, they are salaried.

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RECROSS EXAMINATION

BY MR. PROWELL:

* * * * *

212 Q. You were asked whether or not you ever did anything to an employee for violation of a no smoking rule.

Did you ever catch anybody violating that rule in the press room? A. No, sir, I didn't catch anyone.

Q. You didn't see anybody violate that rule, did you? A. No, sir.

Q. Did you see anybody violate any of the other rules in there and did nothing about it? A. I don't recall anyone violating the rules.

Q. I see. As a matter of fact, there never has been a man discharged off the press since you have been working there, has there? A. No, sir, not to my knowledge.

Q. There never has been a man that has been given disciplinary action --

MR. MC HUGH: I object. This is going beyond the scope of redirect.

TRIAL EXAMINER: I think you are about through?

MR. PROWELL: Yes, sir.

TRIAL EXAMINER: I will permit it.

Q. (BY MR. PROWELL:) There has been a man given disciplinary 213 action on that press since you have been there, has there? A. Not of my knowledge.

MR. PROWELL: That is all.

* * * * *

JOHN NICKOLSON

was called as a witness before the National Labor Relations Board, and General Counsel, having been first duly sworn, was examined and testified as follows:

TRIAL EXAMINER: Give us your name and address.

THE WITNESS: John L. Nickolson, 307 Wetstone, Sylacauga.

DIRECT EXAMINATION

Q. (BY MR. MC HUGH:) By whom are you employed? A. Dixie Color Printing Company.

Q. How long have you been with the company? A. A little over two years.

Q. Are you on strike at the present time? A. I am.

Q. Did you go out when the employees went out on strike on 214 December 16th? A. I did.

Q. Are you a head pressman? A. Yes, sir, I am. Well, when we came out on strike I wasn't, but before I was.

Q. What were you when you came out on strike? A. Oiler.

Q. How long have you worked as an oiler at that time? A. Approximately two weeks.

Q. When were you made an oiler? A. After the company found out about the Union.

Q. Were you employed at the rate of an oiler? A. Yes, sir, I was.

Q. What is that rate? A. For days I believe it was $3.80.

Q. What was your rate for your position as a head pressman? A. For days I believe it was $4.13.

Q. Did you also work swing shifts when you were a head pressman? A. Yes, sir, I did.

Q. I show you General Counsel's Exhibit 3 and ask you if you recognize it. A. Yes, sir, I do.

Q. Does your signature appear on that? A. Yes, sir, it does.

215 Q. Exactly where? A. The seventh name on the right.

Q. All right, sir, where were you when you signed it? A. In the locker room at Dixie Color Printing.

Q. Who asked you to sign it? A. No one.

Q. How were you aware of the existence of that petition? A. I had a general knowledge of the petition. Someone in the pressroom told me it was in a locker in the locker room.

Q. Did you have any conversation with Leck Horton about the Union? A. Yes, sir, I did.

Q. When? A. Approximately the 21st of November, 1964.

Q. What time? A. Approximately two o'clock A.M.

Q. Two o'clock A.M.? A. Yes, sir.

Q. Was this the same night at which Leck Horton was interrogating other employees?

MR. PROWELL: I object to this.

TRIAL EXAMINER: I will permit this question to be rephrased.

Q. (BY MR. MC HUGH:) Was this the same night in which Mr. Horton was questionning other employees? A. Yes, sir.

216 MR. PROWELL: Same objection.

TRIAL EXAMINER: Well, --

MR. PROWELL: Unless he overheard the conversation he cannot say whether Mr. Horton was questionning other people or not.

TRIAL EXAMINER: Did it come to your attention whether or not Mr. Horton was talking to other employees that night?

THE WITNESS: Employees as they left the cafeteria told me that Mr. Horton was talking to them and other employees had to go talk to him and I had to find replacements for the people that Mr. Horton was talking to.

Q. (BY MR. MC HUGH:) Were you the head pressman on the midnight shift that night? A. To the best of my knowledge, I was.

Q. What time did the shift come on? A. Eleven o'clock.

Q. What time did Leck Horton get there? A. He was there when I got there.

Q. What time did he leave? A. Shortly after two a.m.

Q. Were you the last one he talked to? A. To my knowledge, I was.

Q. What did he tell you about the Union? A. He asked me couldn't we put this thing off and I told him no, and he said he didn't see why we
217 couldn't, and he also said that if Sunday was one of our complaints that he thought he could get us double time and he was almost sure he could get us time and a half for Sunday work and how about getting a man from each shift to meet with the management to discuss our problems.

Q. What did you say? A. I told him no, I didn't think it would do any good, that things had done gone too far.

Q. What did he say to that? A. I don't recall. I don't think --

Q. Do you recall anything else in that conversation? A. No, I don't.

Q. How long did he talk with you? A. Approximately five minutes or less.

Q. Did he talk with other employees for a greater length of time? A. He talked to one for approximately an hour.

Q. Who was that? A. Buster Bryant.

Q. During any of his conversation did he ever discuss your capacity with the company? A. To my knowledge, he did not.

Q. Did he ever tell you you were a supervisor? A. No.

218 Q. Did he ever tell you you couldn't participate in the Union? A. No.

Q. I show you General Counsel's Exhibit 10 and ask you if Mr. Clinton presented you with a letter similar to that. A. Yes, sir, he did.

Q. Is it the same language except for the name at the top? A. Yes, sir, it is.

Q. Do you recall the date on which he presented it to you? A. I think it was December 1st.

Q. The same day that appears on the letter? A. Yes, sir.

Q. What did he say to you when he gave you this letter? A. The best I can remember, he stated that he wanted to read me a letter and after he had read it to me that he wanted me to ask any questions that I had to ask at that time in front of witnesses.

Q. Did he read you the letter? A. Yes, sir, he did.

Q. Did you ask him any questions? A. Yes, sir.

Q. What did you ask him? A. I asked him if anything that I had done or said prior to this time, would it be held against me.

Q. What did he say? A. He said he didn't think so.

219 Q. Did you ask any other employees? A. Yes, sir, I asked him as a supervisor what would my duties be.

Q. What did he say? A. He said the same as they always have been. If there is a fire, call the fire department.

Q. If there is a fire call the fire department? A. Yes, sir.

Q. After you got that letter did you have a conversation with Leck Horton? A. Yes, sir, I did.

Q. When was this? A. It was somewhere around the first week in December, the best I recall.

Q. Where was he when he talked to you? A. We started talking at the pressman's table.

Q. Tell us what he said. A. Well, I think I started the conversation with him about the work schedule.

Q. What did you say to him? A. I asked him why it was not posted.

Q. What day of the week was this? A. I am not sure, but I think it was a Thursday.

Q. What day is the schedule usually posted? A. Normally
220 Thursday; sometimes Friday.

Q. What did Leck Horton say to you when you asked him that? A. He said that the scheduling had been taken out of his hands and that Mr. Clinton made it out completely now.

Q. To your knowledge did Horton usually make out the schedule? A. Yes, sir, he did.

Q. How long had he been doing that, to your knowledge? A. I would say approximately a year.

Q. Did you discuss the Union in that conversation? A. Well, we left the pressman's table. I started up to the locker room and we got in another discussion, and he asked me why couldn't we still put this thing off, and I told him no, that I didn't think so, and he said that he didn't see why.

Q. Anything else? A. Not that I recall.

Q. Did you have a conversation with Frank Foster about this time? A. To the best I can remember, about the last week in November.

Q. What was that about? A. We were in the stereotype department, the library, and I had taken some plates back in there and he and I got into conversation and he stated that he had never been made part of the
221 management before, and that since this Union business came up that they had started including him in their conferences and their consultations and before he had never been included.

* * * * *

Q. When the cut back was announced did you lose any time?
A. Yes, sir, I did.

222 Q. How much? A. Approximately a day a week for two weeks.

Q. When the cut back was announced were you transferred from the head pressman to another position, or was it before the cut back?
A. I think it was about at the same time.

Q. Who told you that you were going to be changed from a head pressman to an oiler? A. No one.

Q. How were you made aware of the fact? A. When the schedule was posted.

Q. And do you recall what week this was that the schedule reflected that you to work as an oiler? A. Somewhere around the first of December. I was --

Q. Were you working as an oiler when Mr. Clinton gave you the letter that you were a supervisor? A. Yes, sir, I was.

Q. You are positive of that? A. Yes, sir.

Q. Did you tell Mr. Clinton about that? A. No, sir.

Q. Are you on strike at the present time? A. Yes, sir.

Q. Have you been on strike since it began? A. Yes, sir, I have.

223 Q. Have you ever discharged anyone, John? A. No, I have not.

Q. Have you ever recommended effectively that anyone be discharged? A. Not to my knowledge.

Q. Have you ever hired anyone? A. No.

Q. Have you ever effectively recommended that anyone be hired?

Q. No.

Q. Have you ever granted employees any time off? A. No.

Q. Or effectively recommended the granting of an employee time off? A. Not that I remember.

Q. Have you ever recommended employees be given a promotion?
A. No, sir.

Q. Have you ever granted any employees a right to work overtime?
A. Not without asking Leck Horton first.

Q. Does Leck Horton fill out a written authorization for overtime work? A. Yes, sir, he does.

Q. Are you hourly paid? A. Yes, sir, I am.

224 Q. Do you punch a clock? A. Yes, sir, I do.

Q. Do you receive a bonus for Christmas? A. I receive a turkey as the hourly employees did.

Q. Do you know whether the salaried employees received any other form of bonus? A. Not directly to my knowledge, I don't think so. I don't remember any.

Q. Do you receive the same vacation that the other employees, the other hourly employees receive? A. I am not sure.

Q. Do you receive the same sick leave that the other hourly employees receive? A. We don't have any sick leave.

Q. Is Leck Horton, to your knowledge, paid if he is off for time sick?

MR. PROWELL: I object to this question unless this witness knows of his knowledge, Mr. Examiner. It seems to me rather strange that he would know, but I think the witness ought to be instructed not to answer a question like this unless he knows of his own knowledge.

TRIAL EXAMINER: I will so instruct you. If you know of your own knowledge, you may answer. Otherwise, don't.

THE WITNESS: I don't know.

Q. (BY MR. MC HUGH:) Did you ever assist in making out the
225 schedule for the work, employees work for the following week? A. No.

Q. Were you ever consulted about making a schedule? A. I don't think so.

Q. Did you sometimes work the swing shift, the midnight shift? A. Yes, sir, I do.

Q. Have you ever had occasion to call Leck Horton on the midnight shift? A. Many occasions.

Q. Would you mention some of the incidents which prompted you to call Mr. Horton while working on the midnight shift? A. I have had men get sick and have to go home and had to call replacements.

Q. Specifically can you think of an employee who got sick? A. Jerry Dees and David Williams.

Q. When did they get sick? A. I am not sure how long -- do you mean --

Q. Approximately when; two months; three months; six months ago? A. I would say six months or less.

Q. Before the strike began? A. Yes, sir.

Q. What did you do when these employees became ill? A. I called
226 Leck for a replacement.

Q. Did you send these employees home after you got in touch with Leck? A. No, I did not.

Q. What did Leck tell you? A. He usually had a list at home that he called employees from. On one occasion he told me to go down the list and read him the names that was off. I did so, and he instructed me who to call.

Q. Did you call that employee? A. Yes, sir, I did.

Q. And did that employee report to work? A. I think he did.

Q. And did you thereafter dismiss the sick employee? A. Yes, sir.

Q. Prior to this receiving this letter from the company had you ever been told by any official of the company that you were a part of management? A. No, I had not.

Q. Had you ever considered yourself a part of management? A. No, I did not.

Q. In dismissing, in letting this employee go who became ill, did Horton tell you that you could let him go after the man came out?

MR. PROWELL: I object to this. This is leading.

227 TRIAL EXAMINER: Sustained.

Q. (BY MR. MC HUGH:) What exactly did Leck Horton say to you when you called him up on that occasion?

MR. PROWELL: Let's talk about a specific occasion, Mr. Examiner. I object to it.

MR. MC HUGH: The question was Jerry Dees and David Williams got sick and this is the --

TRIAL EXAMINER: There may be incidents, though.

Q. (BY MR. MC HUGH:) The incident with Jerry Dees, what did he say to you when you called him up on this occasion? A. The best I remember, he said he would get a replacement for him.

Q. And who came? A. The replacement that Leck Horton called.

Q. Who was that? A. I don't remember.

Q. What time of the night was this? A. I would say it was approximately twelve o'clock or one o'clock.

Q. Well, what were you instructed to do with reference to the sick employee? A. Well, if he was real sick the oiler usually performed his duties until the replacement could get there.

Q. What about Jerry Dees; did he go home right away, or did he wait until the replacement came? A. I am not sure.

228 MR. PROWELL: I object, Mr. Examiner. Let's let the witness testify.

MR. MC HUGH: He has already answered.

TRIAL EXAMINER: I will permit the question. You have answered the question?

THE WITNESS: Yes, sir.

TRIAL EXAMINER: All right.

Q. (BY MR. MC HUGH:) Do you know whether or not the salaried people received any insurance paid by the company? A. I have been told that they do.

Q. Who by? A. Wilbur Holmes.

Q. What has he told you with reference to the insurance provided by the company for the salaried employees?

MR. PROWELL: I object. They have not proved this man is a supervisor. I assume that he knows no more about it. He is no better position to know than this man.

TRIAL EXAMINER: This goes to Holmes?

MR. MC HUGH: It sure does. Not only that, it goes to these employees. For both purposes it should be relevant.

TRIAL EXAMINER: What was the question, please?

MR. MC HUGH: He stated -- Well, I had better have the Reporter read back my question and the last answer.

TRIAL EXAMINER: Will you please do that?

229 (Whereupon, the Court Reporter read the pending question and answer, as requested.)

TRIAL EXAMINER: I will overrule the objection. I will take the testimony.

Q. (BY MR. MC HUGH:) Do you understand the question now, John? A. I would like it repeated.

TRIAL EXAMINER: What did Mr. Holmes tell you about the insurance program so far as salaried employees are concerned?

THE WITNESS: He told me that the salaried employees received approximately twenty thousand or thirty thousand dollars life insurance.

Q. (BY MR. MC HUGH:) When did he tell you that? A. It was on an occasion at his house at a new lake that he had built down there.

Q. Who was this? A. Wilbur Holmes.

Q. Did he tell you that he was a salaried employee at that time? A. At that time I don't think so.

MR. PROWELL: I move to strike his testimony, then, in view of that, Mr. Examiner.

MR. MC HUGH: I submit that Holmes would not have had any knowledge of that if he had not been a salaried employee.

TRIAL EXAMINER: I will deny the motion to strike.

230 Q. (BY MR. MC HUGH:) Did Holmes at any other time tell you he was a salaried employee? A. Yes, sir, he has.

Q. When was that? A. We talked about it one time in the electrical shop.

Q. How long ago? A. I would say six months or longer.

Q. Tell me what he said. A. He just said that he was getting, I think he said, the sum was one hundred sixty-five dollars a week, and that Leck had received a raise and that Mr. Koessler owed him a raise and he had not gotten it.

Q. To your knowledge, does the company have any insurance on the head pressman? A. We have the same as all -- had the same as all other hourly employees.

Q. What was that? A. One thousand dollars.

Q. Was that life insurance? A. It was accident. So far as I know it was fingers, thumbs, and all that.

Q. Did you ever work in the maintenance department, John? A. Yes, sir, I have.

Q. How long has it been since you last worked in the maintenance department? A. I would say three months before we came out on strike.

231 Q. What kind of work did you do in the maintenance department? A. Put some pipe in the new press pit.

Q. Whom did you assist in it, in doing that work? A. Wilbur Holmes directed me where to me and how to put it in.

Q. Did you ever have any conversation with Wilbur Holmes concerning the new press? A. Yes, sir, I did.

MR. PROWELL: I object to this, Mr. Examiner. I don't know what it is leading up to, but it is the same situation we had previously today. I understood we were not going to put on any testimony with respect to Mr. Holmes until they established that he was a supervisor.

TRIAL EXAMINER: He is attempting to do that right now with his testimony.

MR. MC HUGH: To whose satisfaction do we have to establish it before we are allowed to reveal the testimony relative to Mr. Holmes?

TRIAL EXAMINER: What was this question?

MR. MC HUGH: The witness said he had a conversation with Mr. Wilbur Holmes concerning the new press, and then an objection was made.

TRIAL EXAMINER: This is what it was, the conversation?

MR. MC HUGH: Yes, sir.

232 TRIAL EXAMINER: This goes to his authority, doesn't it, rather than any unfair labor practice committed by Holmes?

MR. MC HUGH: Yes, sir.

TRIAL EXAMINER: I will take it.

MR. MC HUGH: Actually it goes to both, Mr. Examiner.

TRIAL EXAMINER: Overrule the objection. Go ahead.

Q. (BY MR. MC HUGH:) Mr. Nickolson, when was this conversation? A. Around the last of November.

Q. Where were you when you were talking with Mr. Holmes? A. In the press room, the best I can remember.

Q. What did he say? A. He just said that since the company had found out about the Union they was going to ship the wire back that they had for the press.

MR. PROWELL: I object. This has nothing whatsoever to do with any supervisory authority.

MR. MC HUGH: It indicates the company's actions.

MR. PROWELL: Mr. McHugh, I submit -- Mr. Examiner, this is ridiculous. It doesn't show any authority.

TRIAL EXAMINER: Mr. Reporter, please read me that answer.

(Whereupon, the Court Reporter read the pending answer, as requested.)

TRIAL EXAMINER: I will deny the motion to strike. If at any
233 later time you want to move to strike it on the grounds that Holmes
has not been proved to be a supervisor, do it.

MR. PROWELL: I would like to take that opportunity right now.

MR. MC HUGH: I would like to object at this opportunity.

TRIAL EXAMINER: At this time I will permit it to remain in.

Q. (BY MR. MC HUGH:) Was there anything else to the conversation, John, or is that it with Wilbur Holmes? A. That is all I can recall.

Q. Did you have any conversation with Horton concerning the overhauling of the carriages on the press? Did he ever tell you the company's intentions about overhauling the carriages on the press?

MR. PROWELL: I object. This is suggesting the witness the answer before he has made any effort --

MR. MC HUGH: This is not --

MR. PROWELL: May I get through, Mr. McHugh?

MR. MC HUGH: I am sorry.

MR. PROWELL: This is clearly suggesting an answer to the witness before he has even asked him for his recollection.

TRIAL EXAMINER: Well, --

MR. MC HUGH: This is suggesting. I am trying to move the hearing on.

TRIAL EXAMINER: I agree in general, but I will permit this
234 question. Go ahead.

Q. (BY MR. MC HUGH:) Do you recall, John? A. Approximately three months before they found out about the Union Leck Horton told me that Mr. Clinton said they were going to overhaul the carriages and change them out one at a time on the weekends.

Q. How many carriages are there on the press? A. Twelve.

Q. Have you ever assisted in overhauling any of the carriages? A. No.

Q. Mr. Nickolson, do you have any knowledge of the job duties of the janitors? A. I have observed them doing jobs, yes, sir.

Q. What do they do? A. They clean up the locker rooms, clean and wax the floors, clean up shavings in the stereotype department, mop the floors in the press room, and ink spots on it, and bundle the waste paper against the wall. I have seen them wash Mr. Clinton's car before.

Q. Do they do any other personal work for Mr. Clinton to your knowledge? A. On one occasion I have saw them taking his children to school and back.

Q. When was this? A. I think, to my knowledge, he and his wife were in

235 Q. Do they do any electrical or mechanical maintenance on the press, to your knowledge? A. Not to my knowledge.

Q. Do you know what their rate of pay is? A. I have been told by one of them what his rate of pay was.

Q. By whom were you told?

MR. PROWELL: I object to this.

MR. MC HUGH: He said he was told by one of the janitors what the janitors' rate of pay was.

MR. PROWELL: Put the janitor up there. He is the one that can testify about that.

MR. MC HUGH: We have this man here. I think it is proper.

TRIAL EXAMINER: What is the relevance of this question?

MR. MC HUGH: We don't think the janitors are properly a part of the unit. We are trying to show a lack of the community of interest.

TRIAL EXAMINER: Well, we don't have the wage scales of everybody, anyhow, to compare it against, and so what --

MR. MC HUGH: We do have the wage scales of the head pressmen, sure, several of the employees. We can easily present them as there is a great variance between the wage scales and I submit it is a relevant factor.

TRIAL EXAMINER: I will permit it. Overruled. Do you know what
236 the janitors got paid?

THE WITNESS: This particular one said he got paid $1.35 an hour.

Q. (BY MR. MC HUGH:) Which one is this? A. We refer to him as Shorty.

Q. Do you know his last name? A. I can't think of it.

Q. What is the lowest paid pressman? A. It is, after he becomes a full pressman, on days I believe it is $3.80 an hour.

Q. How about in shipping; what do they make? A. I am not sure.

MR. MC HUGH: I don't have any more questions, Mr. Trial Examiner.

MR. PROWELL: May we see his affidavit, Mr. McHugh?

MR. MC HUGH: Yes, sir. Let the record reflect that I am submitting two statements to counsel for the respondent.

TRIAL EXAMINER: We will take a short recess while counsel reads the affidavits.

(Brief recess taken.)

TRIAL EXAMINER: All right, let's resume.

CROSS EXAMINATION

Q. (BY MR. PROWELL:) Mr. Nickolson, I hand you a copy of
General Counsel's Exhibit 11 and ask you if you didn't receive one of
those from the company prior to the time that you became a head press-
237 man? A. Yes, sir, I did.

Q. Have you read that to yourself and do you understand it? A. Part of it I have and part of it I have not read.

Q. Would you read the first page if you have not done so, sir? A. All right.

Q. Would you also look at page 2? A. All right.

Q. Did you attempt to carry those out when you were working as a head pressman to the best of your ability? A. Part of them I did. Part of them I didn't.

Q. Which did you attempt to carry out, please, sir? A. Well, the hourly check of the press I couldn't carry out because most of the time I didn't have time.

Q. Anything else? A. Yes, sir. I didn't check -- Normally I didn't get around some nights to check for noises. I didn't check for any hot bearings. That was the oiler's job.

Q. Is that all? A. That is all I can remember at this time.

Q. Now, look at page 5, general rules to be observed by the entire press crew. A. All right.

Q. Now, you understood that those were the rules governing the
238 press crew, right? A. Right.

Q. On page 1 it says that you are in charge of the crew and all of the employees, right? A. In charge of the crew on the press.

Q. The crew on the press and all of the employees on the press, you were in charge of all of them employees on the press, correct?

Isn't that what it says on page 1? A. Well, to a certain extent I was in charge of them, yes, sir.

Q. All right, sir. I want to ask you did you see that the employees observed those rules in keeping with those instructions? A. Part of them I did and part of them were left up to the oiler.

Q. Part were left up to the oiler? A. Yes, sir.

Q. Weren't you responsible for checking behind the oiler and seeing that he did his job properly and didn't you sign off a sheet saying that you had checked it? A. Most of the time the oiler signed it. A few times I signed it.

Q. He signed it, but you had to approve it, did you not? Was there not a place on the left hand side? A. He signed my name to it.

239 Q. But sometimes you signed your own name? A. Yes, sir, I did.

Q. And that was your duty and responsibility to see that the job was carried out properly, right? A. To my knowledge, yes, sir.

Q. And it was also your duty and responsibility to see that the other employees on the press carried out their job properly, isn't that right?

Isn't that what the instruction says? A. Yes, sir.

Q. And that is what you did, wasn't it, to the best of your ability? A. The best I can remember, yes, sir.

Q. Now, I hand you Respondent's Exhibit 8 and ask you if that document isn't posted in the plant at the present time and if it has not been there for a long period of time or at least the last day on which you worked? A. Yes, I think this is a copy of this is what it was.

Q. And you enforced those rules with respect to the employees who were working on the press, did you not? That was your responsibility, wasn't it?

MR. ADAIR: I object. I think we asked him two questions in one. If you will --

MR. PROWELL: I will ask him.

Q. (BY MR. PROWELL:) Wasn't that your responsibility to
240 enforce those rules on the press?

MR. MC HUGH: He has already stated that, Mr. Examiner, it was his responsibility to the best of his knowledge.

MR. PROWELL: I am willing to accept that stipulation.

TRIAL EXAMINER: These are another set of rules, though. May I see this, Mr. Prowell?

MR. PROWELL: Yes, sir.

TRIAL EXAMINER: Mr. Prowell, the title on this is "Official Rules and Regulations."

What do you interpret that to mean?

MR. PROWELL: It is put out by the office, but it is posted in the plant. It applies to everybody. I am asking him --

TRIAL EXAMINER: If you were to write that headline you wouldn't have said it that way, would you?

MR. PROWELL: I don't know. I am a lawyer. I probably wouldn't. You are a lawyer, too. Not being a lawyer, I might have.

The previous witness has testified that he enforced them in the plant and I am asking this witness if he also enforced these same rules on the press.

MR. MC HUGH: I object to Mr. Prowell's characterization as to what the witness' previous testimony was. He didn't say that at all.

TRIAL EXAMINER: I will permit the questions on this document.

241 Q. (BY MR. PROWELL:) Did you attempt, to the best of your ability, to enforce these rules with respect to the people who worked on the press under you? A. Well, I have used some of the company's equipment off the company premises.

Q. I am not talking about what you used. I mean with respect to the employees who worked on the press.

I am asking you did you, to the best of your ability, attempt to see that these rules were enforced? A. It says there that there will not be anything taken out of the plant.

Q. I understand that. I don't want what you personally did, but so far as the men working on the press, did you attempt, to the best of your ability, to see that they carried out these rules? A. Yes, sir, I did, to my knowledge.

Q. We were referring to Respondent's Exhibit 8, correct? Is that Respondent's Exhibit 8? A. Right.

Q. Now, you worked on different shifts during different times of the day as the head pressman, is that right? A. Right.

Q. And between the hours of approximately 4:30 p.m. in the after-
noon and seven o'clock in the morning you were the only man in charge
242 that was in the plant normally, is that correct? A. I was.

Q. On a full time basis? A. I was the only man in the charge on the press, yes, sir.

Q. Well, there wasn't any other foreman anywhere in the plant normally during that time unless somebody just happened to come in on occasion, is that true? A. That was a colored employee there.

Q. One or more colored employees? A. One; sometimes more.

Q. And sometimes some of the maintenance people were in there working, right? A. Occasionally, yes, sir.

Q. Now, when you were first made a head pressman who were instructed by Mr. Horton that you were supposed to make a record of mistakes and violations of the rules of employees who worked on your press, weren't you? A. I am not sure that I was when I was first made a head pressman.

Q. Well, you were some long time before the strike started, right? Some eight months before? A. Approximately, yes, sir.

Q. Now, at the time you were made a head pressman did Mr.
Horton tell you that you were being placed in charge of the men and you
told him that some of the men might resent your being placed on that job
with that responsibility and he told you if you have any trouble that he
243 would straighten it out or come and see him? A. Not when I first
run the press.

Q. When did he tell you that? A. When I first went on running the press full time.

Q. Approximately when was that; about eight months before the strike? A. Yes, sir.

Q. You have never recommended that a man be discharged or disciplined, have you? A. Not to my knowledge, no.

Q. You have not had any occasion to arise, have you, Mr. Nickolson, in which you felt that that it ought to be done?

MR. MC HUGH: I object to that. That is an improper question. He is asking what the witness' feeling is as to --

MR. PROWELL: I am not asking him his feelings.

MR. MC HUGH: He said whether he felt.

TRIAL EXAMINER: Would you rephrase that, Mr. Prowell?

MR. PROWELL: Yes, sir.

Q. (BY MR. PROWELL:) I said has the occasion ever come up in which a man needed to be reprimanded on your shift?

MR. MC HUGH: Same objection.

TRIAL EXAMINER: Overruled. You may answer.

THE WITNESS: Not that I can remember.

Q. (BY MR. PROWELL:) Now, sometimes, Mr. Nickolson, when
244 you were working on the shifts you have six men or seven men on the crew, and a particular run runs out, and you have -- it doesn't complete. I will say it that way.

You don't complete it on the shift and you are going to have to run over into the next shift and you need an extra man to run over into the next shift.

How do you decide which man you are going to have to work over into the next shift? A. I would call Leck Horton.

Q. You would call Mr. Horton? A. Yes, sir.

Q. And if you couldn't find Mr. Horton then which one would you select? A. I would call Mr. Clinton.

Q. If you couldn't call him, what would you do? A. I would either call Gene Leslie or Frank Foster.

Q. So you would not make the decision yourself as to who was going to work overtime? A. I have never.

Q. But somebody has to work overtime and then you try to find out who is next in line to take that job, isn't that right? A. The jobs make the decision. I don't.

Q. Now, the jobs make the decision, you say? A. Not the man that is taking them.

245 Q. You have to make a determination as to whether or not you are going to use somebody to run that job over into the next shift, right? That is part of your responsibility as head pressman, isn't it? A. When my shift ends it is up to the next man if he is short a man to get a man in there.

Q. Well, suppose you are just starting and you came in and you have got five men on your crew and you need a sixth man.

Which one of the men from the previous shift do you select to go on that job?

MR. MC HUGH: I object to that question because he has not testified that he would select a man.

MR. PROWELL: He can say so if he doesn't.

MR. MC HUGH: That was not the question.

TRIAL EXAMINER: I will sustain the objection.

Q. (BY MR. PROWELL:) All right, do you select the man? A. No.

Q. How do you find out who to put on the job? A. I call Leck Horton or Mr. Clinton.

Q. All right. Now, you were talking about the colored man who works there at night. He cleans the press, doesn't he? A. Not at night, no.

Q. Well, he does it after you shut down, doesn't he? When does he do it? A. Normally on weekends on our off shift.

246 Q. He does it -- they do it on your off shift? A. Right.

Q. They do clean up around the press while you are operating, though, right? A. Occasionally, yes, sir.

Q. And they do at night take the tow motor and carry the newspaper or funny papers away, right? A. We take them away from the press. We stack them up in the back of the press room. Occasionally I have seen him take them on into the shipping department.

Q. That is their job to remove them from the press room on into the shipping department? A. I couldn't say definitely what he does.

Q. That is what he does, doesn't he?

MR. ADAIR: I object. He has already been asked and he answered what he knows that they do. He is asking for a conclusion when he is asking for the job.

TRIAL EXAMINER: I will sustain the objection.

Q. (BY MR. PROWELL:) That is what they do, isn't it?

MR. ADAIR: I object. Same question.

TRIAL EXAMINER: He has answered this one.

MR. ADAIR: He has answered it two or three times.

TRIAL EXAMINER: Sustained.

MR. PROWELL: He says he has seen them do it, Mr. Examiner.
247 I am trying to find out now if that was one occasion if he saw them do it or if they do it regularly as a part of their regular duties.

TRIAL EXAMINER: I will permit that question.

MR. PROWELL: That is what I am asking.

MR. MC HUGH: That is not what the original question was.

MR. PROWELL: That is the question now, Mr. McHugh.

Q. (BY MR. PROWELL:) The question, Mr. Nickolson, is, isn't it a fact that these colored people, as a part of their regular job, take these papers from the press room into the shipping room?
A. I have --

Q. With a tow motor? A. I have seen them do it on occasions, but I couldn't say whether it is their regular job or not.

Q. Your crew doesn't do it, right? We have done it, yes, sir.

Q. Take them into the shipping room? A. Yes, sir.

Q. Your crew does not regularly do that, though? That is not a part of their regular duties, is it?

Do they do it all of the time? A. If it gets cluttered up so we can't get any off the press, we take them in there, yes, sir.

Q. Who is supposed to keep them from getting cluttered up?

248 A. Normally the day shift moves them all out and we have room in the evenings to run. We stack them up against the scales.

Q. And if they get cluttered up at night the colored man moves them, right? A. Sometimes, and sometimes we move them.

Q. You move them with a tow motor? A. No.

Q. Do you move them by hand? A. Hydraulic lift.

Q. Hydraulic lift? A. Yes, pulled by hand. We have an electrical one also.

Q. Now, you were testifying about a situation in which -- I believe you said a Mr. Dees and a Mr. Williams got sick one night.

Did they both get sick the same night, or was it two different occasions? A. Two different occasions.

Q. Now, when Mr. Dees got sick did you make him stay there until his relief came? A. I don't recall.

Q. Didn't you testify on direct examination that you didn't let him go until you had gotten in touch with Mr. Horton and Mr. Horton sent a relief down there and then you let him go? A. I didn't let him go before I got in touch with Mr. Horton.

249 Q. So you kept them there until after you got in touch with Mr. Horton first, right? A. Right.

Q. And then after Mr. Horton called you he could get a relief in there to do his job, then you let him go? A. I am not sure when he left.

Q. All right, sir. Let's go to Mr. Williams.

Did you keep him there until you got his relief? A. I kept him in until I called Mr. Leck Horton.

Q. And after Mr. Horton told you he found somebody to relieve him, did you keep him there until after the relief came, or did you let him go sooner. A. I am not sure when he left.

Q. But you didn't let him go until you had gotten in touch with Mr. Horton and Mr. Horton told you he had got him a relief, is that right? A. I didn't let him go until I called Mr. Horton.

Q. All right, sir. Did Mr. Horton call you back and tell you he had gotten a relief? A. Sometimes he did and sometimes he didn't. In this case, I don't recall.

Q. Now, Mr. Nickolson, you did make out these weekly time reports and your name appears on them.

You made them out as the foreman for the department? Right, for the press crew? A. To my knowledge I have never made one of
250 them out.

Q. You didn't make them out? A. To my knowledge I don't even remember making one out.

Q. You were the relief man, right? A. Right.

Q. So you would not have made them out? The regular pressman, the man in charge would have made them out instead of you? A. I couldn't say who made them out. To my knowledge I have never made one out.

Q. Well, you filled them out daily, don't you?

Don't you fill out the daily report where you are the man in charge? A. I fill out a daily run sheet.

Q. Didn't you also fill out the daily time sheet when you are the man in charge? A. To my knowledge, no.

Q. All right, you also are supposed to sign and approve the roll man's report, are you not? A. I am supposed to sign it, yes, sir.

Q. After you have checked his work, isn't that one of the requirements in the instructions I showed you? A. There is no way to check his work that I know of unless he misses a paster and it comes down.

Q. You are supposed to see that he does it right, aren't you?
251 Isn't that your job? A. When it comes you know he didn't do it
right.

Q. And you observe it, right? A. Yes, sir.

Q. And you are supposed to make a record of that and it is supposed to show on the report that you approve? A. It could be the companies that ships the papers fault. The roller and I usually discuss it to determine whether it was his fault or whether it was the company that ships the papers fault.

Q. And you have to make a report of that? A. He makes the report.

Q. And you have to approve it? A. I sign it, yes.

Q. You sign it as approving what he prepared and what he did, don't you?

Isn't that your responsibility? A. Yes, sir.

Q. All right. You testified that you had a conversation with Mr. Horton on November 21st at about 1:30 in the morning. A. No, sir.

Q. Didn't you testify that you had a conversation at about that time? A. I testified I had a conversation with him at about two o'clock.

252 Q. About two o'clock? A. Yes, sir.

Q. Now, in that discussion that you had with Mr. Horton the Union was not mentioned, was it? The word Union was not mentioned by you or by him? A. To my knowledge, no.

Q. You said that with regard to that first petition that someone came to you out in the press room and told you it was in a locker.

Who came and told you that? A. I don't recall.

Q. You don't remember who told you it was in there? A. No, I don't.

Q. Now, you knew some three months before December of 1964 that the company was going to take out the inking carriages, one at a time, and overhaul them in the press.

I believe you testified to that, isn't that true? A. No.

Q. Didn't you testify on direct examination that Mr. Horton told you three months before that they would take out and overhaul the carriages? A. They were going to replace them. They had a spare carriage.

Q. They had one spare carriage? A. Right.

253 Q. But there were twelve of them in the press, right? A. Right.

Q. So they were going to take that one they had and get it in shape and install it in the press and take out the old one and overhaul that and then keep swapping one at a time until they got through.

Wasn't that what they were talking about doing? A. To my knowledge, it was, yes, sir.

Q. And that first one went in there about the week of December 4th, right? A. I am not sure exactly when it went in.

Q. Well, that was the time when you said that you went off of being a pressman and went to being an oiler, wasn't it, during that week in which that switch was made? A. I wasn't at the plant, so I don't know when it was made.

Q. Well, weren't you there as an oiler for a week or more? A. I wasn't there when the carriage was changed.

Q. You knew it was changed, didn't you? A. Yes, sir.

Q. And that was the week in which you got the spare work and went in as an oiler, right, because the press did not operate full time that week?

Isn't that true? A. I am not positive.

Q. It could have been, couldn't it? A. I couldn't say.

254 Q. Well, a number of you got short time as a result of the fact that the press didn't run while they were switching that inking carriage, isn't that right? A. It only takes a day to switch it and we were off three days a week.

Q. You say you were off three days a week? A. Yes, sir.

Q. You didn't miss but one day that first week, did you?

You didn't miss any, as a matter of fact, the first week, isn't that true? A. I couldn't say.

Q. The whole time that this switching was going on you only missed one day, didn't you? A. I am not sure.

Q. You are not sure you missed any time then, are you? A. Yes, I am.

Q. All right, sir, but you don't know how much? A. No, sir.

Q. Well, if there is going to be any reduction in the number of press hours you would be the first head pressman that would have to go back because you are the relief man, right? A. Do you mean move back?

Q. Yes. In other words, you are the relief man and if there is
255 going to be a reduction in the total number of head pressman, you would be the first one reduced because you were the relief man, isn't that true? A. I was reduced and Shaphan Grant was put up over me. Shaphan Grant was running the press at the time I was oiler.

MR. PROWELL: I have nothing further.

REDIRECT EXAMINATION

Q. (BY MR. MC HUGH:) Mr. Nickolson, looking at Respondent's Exhibit Number 8, do you recall any occasion which you specifically reprimanded any employee for any violation of any rule contained in there, sir? A. Not that I can remember.

Q. Do you ever recall any occasion which you specifically recommended to Mr. Horton or Mr. Clinton that any employee be reprimanded for any violation of any rule? A. Not that I remember.

* * * * *

256 Q. Do you know of any occasion in which any head pressman has had an opportunity or do you know of any occasion which any head pressman actually reported or reprimanded any employee for a violation of any rule contained therein? A. No, I do not.

Q. Do you know the head pressman well? A. Fairly well, yes,
257 sir.

* * * * *

Q. (BY MR. MC HUGH:) Have you ever let any employee leave his shift without first contacting John Horton? A. To my knowledge, no.

* * * * *

258 Q. Mr. Nickolson, do you have any knowledge whether Wilbur Holmes purchases parts, electrical parts for the company? A. I have been in there at the time the salesman came in and talked to him and he ordered parts. I have also been in there at times that salesmen came in the plant that I knew personally and asked me where Wilbur Holmes was at, that he wanted to get an order.

Q. When was this occasion, approximately? A. I would say six months or less prior to the time we came out.

Q. Do you specifically remember the parts that he ordered? A. No, I do not.

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1 ## VOLUME III

* * *

Courtroom,
County Office Bldg.,
Sylacauga, Alabama.
Wednesday, April 29, 1965.

The above-entitled matter came on for hearing, pursuant to recess, at 9:30 A.M.

BEFORE:

ALBA B. MARTIN, Trial Examiner.

* * * * *

4 ## JOHN W. THOMAS

was called as a witness by and on behalf of the National Labor Relations Board and the General Counsel, having been first duly sworn, was examined and testified as follows:

TRIAL EXAMINER: Give us your name and address.

THE WITNESS: John W. Thomas, 1310 Terrace Road, Sylacauga.

DIRECT EXAMINATION

Q. (By Mr. McHugh:) By whom are you employed, Mr. Thomas? A. Dixie Color Printing Corporation.

Q. When were you hired by the company? A. In March, 1963.

Q. Are you on strike at the present time? A. I am.

TRIAL EXAMINER: March, 196 —

THE WITNESS: 1963.

Q. (By Mr. McHugh:) Have you been on strike since it began?

5 A. Yes, sir.

Q. What is your position with the company? A. Head pressman.

Q. How long have you held that position? A. I obtained the position about a week before I had been there six months because I was not drawing top pay at the time.

Q. What is your rate of pay as head pressman? A. $4.20 on the evenings and midnights.

Q. Who directs you in your work? A. Leck Horton is the press room foreman.

Q. I show you General Counsel's Exhibit 3 and ask you if you recognize it? A. I do.

Q. Does your signature appear on there, John? A. The third from the top on the left-hand column. Right here. (Indicating)

Q. All right, sir. Do you recall when you signed that, John, approximately? A. Oh, approximately the 16th or 17th of November.

Q. 1964? A. Yes, sir.

Q. I show you now a document marked as General Counsel's Exhibit No. 10 and ask you if you recognize that? A. I do.

6 Q. Is that a copy of the letter which you received from Mr. Clinton? A. It is.

Q. Do you recall when you received that, sir? A. On December 1st.

Q. What did Mr. Clinton tell you at the time? A. He told me that he had a letter that he wanted to read to me. I was called into his office and he read it to me and asked me were there any questions and I said "no."

Q. After you got this letter, did you inform Mr. McFee of this letter? A. He knew about it from the other men.

Q. All right, sir. Mr. Thomas, just what do you do as a head pressman, sir? A. Well, I run the press and set the ink. I pull samples, change folders over when you change from collect to split and vice versa, according to the situation, and change angle bars, keep a running total of the down time on the pressman's report, and the name of the men on the shift, and put skip flags on the skids and sometimes I have to move the skids when they are full and I assist other men with their jobs during emergencies or when occasion calls for it, and I have
7 plated and assisted in handling plates and assisting in laying out jobs, checking jobs, and things of that nature also.

Q. When you say assist in helping the employees perform various tasks, do you mean physically and —

MR. PROWELL: I object to what you mean. The witness has testified to what he means.

MR. McHUGH: If he can testify to what he means, then why the objection, Mr. Examiner?

MR. PROWELL: It is leading, Mr. Examiner.

TRIAL EXAMINER: I will agree, it is very leading.

Q. (By Mr. McHugh:) Do you physically work with your hands in the performance of your duties? A. I do. I physically —

Q. Do you physically work with your hands in the performance of your duties the entire shift that you are working? A. Everything that I do is with my hands. I got to use them physically to do everything I do.

Q. Do you have any authority to discharge employees? A. None.

Q. Have you ever discharged any employees? A. I never have.

Q. Have you ever recommended that any employee be discharged?
8 A. I never have.

Q. Have you ever hired anybody? A. No, sir.

Q. Have you ever recommended that anybody be hired? A. No, sir.

Q. Have you ever laid off anybody? A. No, sir.

Q. Have you ever promoted anybody? A. No, sir.

Q. Have you ever given anybody permission to work overtime? A. I told somebody after John Horton told me to.

Q. Have you ever given any one permission to work overtime without first contacting John Horton? A. Never.

Q. Do you also work swing shifts? A. I do.

Q. And do you also work in the evening on the midnight shift? A. I do.

Q. Are you the head pressman on these shifts? A. I have been head pressman on those shifts.

Q. What instructions have you been given concerning your duties while working on these shifts? A. Well, I am to carry on the normal procedure and anything out of the ordinary I have been told by John

9 Horton to contact him, if anything out of the ordinary happened that, any time of the night or day, to call him.

Q. All right, sir. Has an occasion ever risen when an employee has become sick while working on your shift? A. There has.

Q. Do you remember the employee's name? A. Bobby Gaston.

Q. Do you remember when this occurred? A. Oh, it has been approximately 4 or 5 or 6 months ago.

Q. What did Bobby tell you? A. He told me that he was sick and he wanted to go home and I told him that I had to call Leck and see what he wanted to do about it and so I called Leck and Leck told me that he would get somebody to come in and take his place.

Q. Approximately what time was that or what shift? A. On the afternoon shift, evening shift, 3 to 11.

Q. And approximately what time in the shift did this occur? A. I believe it was almost supper time.

Q. And that is — A. We bring the press down at 7 usually on
10 the evening shift.

Q. Do you recall any other specific incident in which you have contacted Mr. Horton while working on the evening or midnight shift? A. Oh, on many occasions. There has been several.

Q. Specifically? A. Well, I called him not too long — well, say within 6 months before we came out that we had a noise in the folder and, the dry folder, and I brought the press down and called him and it was a busted gear in the drive behind the folder.

Q. When you called him did you inform him of what you suspected the trouble to be? A. I only knew that there was a noise. I did not know the trouble at the time he came out.

Q. Pardon me? A. He told me he would come out and look at it and when he came out he found that there was a busted gear behind it and they had to pull it out.

Q. What time was this? A. Somewhere in the night time on the midnight shift.

Q. Can you recall any other specific incident in which you called

Leck Horton? A. Well, one night I couldn't get a ductor roller to feed

11 right, transfer roller, and —

Q. Is that an apparatus on the press? A. On the inking carriage.

Q. On the inking carriage? A. Yes, sir, and I had to call him to come and straighten it out. I could not get it straightened out right away and so I called him and he came out there and set it for me.

Q. Approximately how many occasions would you estimate that you have called Leck Horton while you have worked on the evening or midnight shift and he has come out to the plant? A. Well, there has been so many times until I don't know the number. I mean, it is so far that I couldn't give you a number, but it has been 15 times, I am sure.

Q. Just what do the other employees do while working with you? A. They do the job that is assigned to them on the —

Q. And who assigns their jobs to them? A. Leck Horton on the —

Q. And how are they notified of their job assignments? A. By the schedule that is posted on the bulletin board. They are listed as delivery man, roller man and oiler.

Q. And how often are these schedules prepared? A. Once a

12 week.

Q. Are you ever consulted in making out a schedule by Leck Horton? A. Never.

Q. Do you receive your job and the time that you work also from that same schedule? A. I do.

Q. Do you perform the same job every day? A. It is routine, the same job every day. You run the job, running or change to another job, ever which one is next on the schedule.

Q. Do the other employees also perform similar tasks every day?

MR. PROWELL: I object to similar tasks, Mr. Examiner. He can tell what the other people do. This is a conclusionary type of leading question.

TRIAL EXAMINER: I will sustain the objection.

Q. (By Mr. McHugh:) Does the man who performs the job of rollman perform that job every day? A. He does until he is possibly assigned to oiling one day with the days that the men rotate they are off some day during the week and the rollman steps up into the oiler's position on the days that he is off. That is all right on the schedule.

13 Q. Are the jobs that the rollman and the oiler perform are they performed generally in the same manner every day? A. They are.

Q. By whoever does them? A. Yes, they are definitely the same job every day.

Q. Have you on occasion performed aspects of the jobs of rollman and oiler while you were actually employed as head pressman? A. I have.

Q. Prior to the time you received that letter from the company, had you ever been informed by any company official that you were a part of management? A. I never have.

Q. Have you considered yourself a part of management?

MR. PROWELL: I object to what he considered himself.

MR. McHUGH: I submit it is relevant, Mr. Examiner.

TRIAL EXAMINER: Did I permit that yesterday or didn't I?

MR. McHUGH: You did, sir.

MR. PROWELL: I don't believe you did, Mr. Examiner. You didn't permit him to testify as to whether he considered himself a part of management. That calls for a legal conclusion. This witness is not —

14 TRIAL EXAMINER: Let me ask you. Did you attend meetings with Mr. Clinton and Mr. Horton and Mr. Foster and what is that other man's name? Did you attend meetings with those three people at all?

THE WITNESS: No, sir.

TRIAL EXAMINER: And discuss the management problems?

THE WITNESS: No, sir, I never have.

MR. PROWELL: That question is misleading, Mr. Examiner. The evidence up to this point has not been shown any such meeting has been held.

TRIAL EXAMINER: That is true. In any case, if there were any held you didn't attend any of them?

THE WITNESS: No, sir.

TRIAL EXAMINER: I will sustain the objection on that.

Q. (By Mr. McHugh:) Mr. Thomas, were you ever told that you were a supervisor before you got that letter? A. No.

Q. Did you lose any time when the cut back was announced, Mr. Thomas? A. I lost two days, one day for each week for two weeks. I lost one day one week and one day the next week.

* * * * *

15 Q. (By Mr. McHugh:) Mr. Thomas, since you have been a head pressman, have you ever been scheduled to work and have you ever performed the work in any other classification than a head pressman? A. I have.

Q. In what classification were you scheduled and did you work? A. I was scheduled after I received this letter stating that I was a supervisor, I was scheduled one day to catch the fly, which is a delivery man.

Q. Were you paid at the rate of a fly boy or at the rate of a head
16 pressman? A. I was paid at the rate of a fly boy. I have the thing in my pocket.

Q. And this occurred after you were notified that you were a supervisor? A. It was.

Q. Has any company official told you that your duties have ever changed since you received that letter? A. They have not told me that.

Q. At about the time the cutback was announced, did the schedule which indicates the jobs which are to be printed, did they change in any respect?

MR. PROWELL: I object to your testifying, Mr. McHugh. That constitutes a leading question. You have done the testifying and asking the witness to affirm what he says.

TRIAL EXAMINER: Will you please read that question, Mr. Reporter?

Whereupon,

The Court Reporter read back the last question as requested.

MR. PROWELL: I object to that portion in which he describes what these things do and what the purpose of them is.

17 TRIAL EXAMINER: I will permit this question. This is really a preliminary question. I will permit this. Did it change? You can say yes or not.

THE WITNESS: Yes.

TRIAL EXAMINER: All right.

Q. (By Mr. McHugh:) This is called the pressroom schedule, Mr. Thomas? A. Well, the circulation sheet and the press run change, both.

Q. Now, what do these sheets or schedules reflect? A. Well, the circulation sheet reflected that the company had sent out jobs to their other plants in Wilkesbury and Donkurk.

Q. When you say jobs, just what are you referring to? A. Atlanta Journal and Chattanooga Times.

Q. These are the Sunday comic editions for various newspapers? A. They are.

Q. Now, to the best of your recollection, what did these schedules reflect? What newspapers, to the best of your recollection, did these schedules reflect had been transferred, also, where to for printing? A. Well, we didn't run them any more, Atlanta Journal and St. Petersburg and Chattanooga, that I can name right off, they were sent somewhere else to be printed because we didn't print them.

18 Q. Now, was this before the strike began? A. Before the strike.

Q. That these schedules were posted? A. It just came out on the circulation sheet where they were being printed.

Q. I see. Was this before or after the cutback was announced that you observed that — A. It was during the time that we were getting short time.

Q. Had you been made aware by any company official or supervisor before you saw these schedules that such action was about to take place? A. No, I was not.

Q. Did you have any fore-knowledge that these schedules were to be changed? A. No, I didn't.

Q. When you were working on the evening shift or the midnight shift, how many employees generally are on that shift on the press? A. Five or six.

Q. Could you name the categories, including the head pressman? A. You have your head pressman, you have your oiler, your rollman, and either two or three delivery men according to the deliveries running at the time.

19 Q. Are these delivery men sometimes called fly boys? A. Yes, sir.

Q. Do you punch a time clock? A. I do.

Q. Did you receive any form of a bonus last year? A. No bonus.

Q. Did you receive any form of gift from the company? A. I received a turkey which I was notified that the money came out of the coke fund.

Q. The coke fund? A. Yes, sir.

Q. Who contributes to the coke fund? A. All of the employees buying stuff out of the machines that are in the cafeteria, it makes a profit and out of this profit the turkeys were bought.

Q. Do you know what form and amount of insurance, if any, the company carries on the head pressman? A. I only have $1,000.

Q. Is this carried on all of the hourly-paid employees, to your knowledge? A. It is.

Q. Do you know whether the salaried employees receive different amounts of insurance? A. I understand that they do.

MR. PROWELL: I object to what he understands, Mr. Examiner.

20 I move to strike it.

TRIAL EXAMINER: The motion is granted. What do you know about that?

THE WITNESS: I have just heard it.

TRIAL EXAMINER: Just heard it around?

THE WITNESS: Yes, sir, that they get $2,000.

MR. PROWELL: I object to this and move to strike that.

TRIAL EXAMINER: Motion granted.

BY MR. McHUGH:

Q. Do you in any way assist in formulating company policy with respect to personnel or procedures on production?

MR. PROWELL: I object. That calls for a legal conclusion of the witness. He can tell what he does, but this is clearly a conclusion. I don't think the witness is qualified or has been qualified to answer that.

TRIAL EXAMINER: I will sustain the objection but I will permit a question as to whether he confers with management on that subject.

BY MR. McHUGH:

Q. Do you ever confer with management on the subject of personnel? Employees? A. No, I don't.

MR. McHUGH: That is all of the questions I have, Mr. Examiner.

* * * * *

21 CROSS EXAMINATION

BY MR. PROWELL:

Q. Mr. Thomas, how long have you worked for the company? A. Since March of 1963.

Q. I believe you said after you had been there five months you became a head pressman? A. It was between the time of five months and six months. I had not drawn top pay scale.

Q. I want to hand you a copy of General Counsel's Exhibit 11 and ask you if you didn't receive one of those? A. I did when I first went to work for the company.

Q. And as a head pressman have you attempted to the best of your ability to carry out the duties, authorities and responsibilities set forth therein? A. As much as I was able.

Q. Sir? A. As much as I was able to.

Q. To the best of your ability, you have attempted to do that, right? Will you answer, please, sir? A. I didn't carry them all out.

Q. Well, which ones haven't you carried out? Will you tell us?

22 A. I would say most of them.

Q. Sir? A. Most all of them I have.

Q. I want to know if there are any you say now that you didn't carry out, I want to know which ones they are, not most of them.

MR. McHUGH: Mr. Examiner, I object to the relevancy of this question. That is at least a 25 page document.

TRIAL EXAMINER: I will agree with that, Mr. Prowell.

MR. PROWELL: My point, Mr. Examiner, he said he attempted to carry them out except in certain instances.

TRIAL EXAMINER: You can point out the ones you are interested in and ask him.

MR. PROWELL: Sir?

TRIAL EXAMINER: There is a quicker way, so I suggest that you point out to him the specific ones that you are particularly interested in which the record already has.

MR. PROWELL: I am interested now in the ones he says he did not carry out and I don't know what those are. He said certain specific ones he didn't carry out and I want to know which ones he didn't carry out.

23 TRIAL EXAMINER: Can you name any without going through the whole document?

THE WITNESS: No, sir, I can't.

TRIAL EXAMINER: I am not taking hearing time to let him go through the whole document.

BY MR. PROWELL:

Q. All right, but so far as you can tell us at the moment you carried out all of these instructions to the best of your ability, right? Is that true? A. Not as far as I know, because, I mean --

Q. Can you tell me anything specifically that you did not carry out that is contained in here?

MR. ADAIR: I object.

MR. McHUGH: Same objection.

TRIAL EXAMINER: Overruled, if you can answer?

THE WITNESS: I can't name any, not without -- not that I can think of at this moment.

BY MR. PROWELL:

Q. All right, sir. Now, I want to show you Respondent's Exhibit 8 and ask you if that has not been posted in the company's plant since about the time that you were employed there or not too long afterwards? Wasn't it posted on the last day that you worked? A. I couldn't say that it was posted on the last day that I worked because they had changed the bulletin board and just put up a new one and I couldn't say that all of that
24 was on there.

Q. Well, was that notice up there shortly or for a longer period of time and up until shortly before you went out on strike? A. It was up there before.

Q. All right, sir, did you attempt, as a head pressman, to carry out those duties and instructions to the best of your ability as contained in Respondent's Exhibit 8? A. I did partly.

Q. Sir? A. To the best of my ability, I did.

Q. All right, sir, would you mark this as Respondent's Exhibit 9?

(The document above referred to was marked Respondent's Exhibit No. 9 for identification.)

BY MR. PROWELL:

Q. I hand you a document marked --

MR. McHUGH: May I see it, Mr. Prowell, please?

MR. PROWELL: I am sorry.

MR. McHUGH: Thank you.

BY MR. PROWELL:

Q. I hand you a document which has been marked for the purpose of identification as Respondent's Exhibit 9 and ask you whether or not that is a time report made out by you with your name, John W. Thomas, Foreman?

25 A. This one is. It does have Foreman on it, but all of them didn't.

Q. Are you testifying now that these time reports which you make out have not had the word "Foreman" before your name on them? Is that what you are saying? A. Some of them had "Man in Charge."

Q. Some of this particular type of form or a different type of form? A. We ran out of those one time and they made up some in the office and put man in charge on them.

Q. Oh, just until they got some more printed, that is what you are saying? A. I don't know whether --

Q. All right, sir. This one is 10/12/64. Is that the date? A. I wrote it down there.

Q. You wrote it down. That is in your handwriting? A. It is.

Q. So, in October 12, 1964, you were carried as a foreman of the pressroom, right?

MR. ADAIR: I object. That is a legal conclusion as to whether or not he was. Certainly from this document that would not necessarily follow.

MR. PROWELL: He can testify as to how he was carried, Mr. Examiner.

26 TRIAL EXAMINER: Well, you indicate to him carried where.

MR. PROWELL: I said carried on that document as foreman of the press room.

THE WITNESS: They have man in charge here at the bottom.

BY MR. PROWELL:

Q. The man in charge at the bottom, but your name appears at the top after the word foreman, doesn't it? A. It does appear after that.

Q. And you filed that document out, didn't you? A. I did.

MR. PROWELL: All right, sir, we offer --

TRIAL EXAMINER: Did you put the words, "John Thomas" up there after the word foreman?

THE WITNESS: I did that.

BY MR. PROWELL:

Q. That is your handwriting, right? A. Yes, sir.

MR. PROWELL: I offer Respondent's Exhibit 9.

MR. McHUGH: No objection.

MR. ADAIR: I object based on the materiality of it.

TRIAL EXAMINER: I will receive Respondent's Exhibit 9.

27 (The document above referred to, heretofore marked Respondent's Exhibit 9, was received in evidence.)

MR. PROWELL: Mark that Respondent's Exhibit 10.

(The document above referred to was marked Respondent's Exhibit No. 10 for identification.)

BY MR. PROWELL:

Q. Going back to Respondent's Exhibit 9, Mr. Thomas, on Wednesday, under the date of Wednesday, it shows Bobby Norred, somebody wrote "overtime, 1-1/2 hours." Is that in your handwriting? A. It is.

Q. Did that indicate that he worked an hour and a half overtime on Wednesday? A. It was authorized by John Horton.

Q. You didn't answer my question. I said did that indicate that Mr. Norred worked an hour and a half overtime on Wednesday? A. It does say so.

Q. Was that an hour and a half overtime that he got on your shift or did he get that on the shift that follows it? A. Let me look at it.

Q. All right. A. This being a 11 to 7 shift, I would say that Leck came in early that morning and kept him over.

28 Q. You didn't answer my question. Would you answer my question, now? A. What was the question?

Q. The question was, did Mr. Norred work the hour and a half overtime on your shift or on the shift that followed you? A. On the shift that followed me, I am sure.

Q. On the shift that followed? A. Yes, sir.

Q. Now, I want to hand you a document marked for the purpose of identification as Respondent's Exhibit No. 10 and ask you if that is a form similar to Respondent's Exhibit 9 which you made out in your own handwriting? But for a different date. A. You will have to ask that again.

Q. Did you make out Respondent's Exhibit 10? A. I didn't put all of these check marks and mark-throughs on it.

Q. That is done in the office, is it not? A. I don't know.

Q. You did not put the check marks and you did not put the red ink marks, is that what you are saying? All of the rest is your writing? A. No, it is not. This M.A.I.N. is not my writing here.

29 Q. All of the rest of it is yours? A. I believe so.

Q. The date on that document is September -- 9/14/64 to 9/20/64? A. Yes, sir.

Q. And after the word foreman, John W. Thomas.

You wrote that in there, too, did you not? A. That is the only place I had to write my name.

Q. You didn't put it down at the bottom under man in charge, did you? A. No, I didn't.

Q. On either one, either 9 or 10, did you? A. No.

MR. PROWELL: I offer Exhibits 9 and 10.

TRIAL EXAMINER: Any objection?

MR. ADAIR: Note the same objection.

TRIAL EXAMINER: I will receive Respondent's 10.

(The document above referred to, heretofore marked Respondent's Exhibit No. 10, was received in evidence.

BY MR. PROWELL:

Q. Now, Mr. Thomas, the oiler also has to make out a report, does he not? Of what he has done during the shift, isn't that true? A. He is supposed to.

Q. And you are supposed to inspect that and approve it and sign it also, weren't you? A. On some occasions I have not done it.

30 Q. I know, but that is a requirement, isn't it, that you are supposed to check his work and to take that inspection form and to approve it. That

is what you are supposed to do, isn't that correct? A. By that I am.

Q. All right, sir. And you are supposed to do the same on the roller man's report, aren't you? A. It doesn't say that on the roller man's report.

Q. Doesn't the roller man have to sign it? A. He does.

Q. And don't you also have to sign it after the roller man has signed it? A. It doesn't say anything about checking it, though.

Q. I understand that, but you are supposed to sign it, aren't you? A. That could be for any reason.

Q. I am not arguing with you about the reason, Mr. Thomas. I am simply asking you if you will not answer the question. Are you supposed to sign it? A. It says the press man's name there, doesn't it?

Q. Mr. Thomas, I am asking you a question. Now, the document is not in evidence. I am simply asking you as a matter of fact, are you not required to sign the roller man's report? Will you answer, please, sir?

31 TRIAL EXAMINER: Well, let me ask you. Do you sign it?

THE WITNESS: I have on occasion but not very many.

TRIAL EXAMINER: Not always?

THE WITNESS: No. No, you don't have time to go around and sign all of the reports and this, that and the other, or three and a half million papers.

TRIAL EXAMINER: Was anything ever said to you about Mr. Horton or anybody else in management, Mr. Clinton, about not signing it?

THE WITNESS: I never was corrected for not signing it.

BY MR. PROWELL:

Q. You are positive there is one made out every day, isn't there, Mr. Thomas? A. There is supposed to be.

Q. And you are supposed to sign them and approve them, right? After you check the work? That is a part of the duties of the press man, isn't it?

TRIAL EXAMINER: You may answer.

THE WITNESS: Ain't that what he asked me a while ago?

MR. PROWELL: No, that is not what I asked you.

TRIAL EXAMINER: I am not sure you answered it a while ago. Are you supposed to, isn't that your question?

32 MR. PROWELL: Yes, sir.

THE WITNESS: It says that the press man's name there. It don't say nothing about me having to sign it.

BY MR. PROWELL:

Q. As a matter of fact, it doesn't say press man at all, does it? A. I don't know what it says. I very seldom see the form.

Q. You are saying now that you don't sign one of those every day? A. I do not.

Q. Some days you skip? A. Many days.

Q. Many days you skip? A. Yes, sir.

Q. But it is your duty and responsibility to check the report which the roller man makes and you are supposed to approve it, isn't that right? A. I don't know that I am supposed to approve it.

Q. All right, sir, but you know that you are supposed to sign your name on it, right? A. I know it has a place there for my name.

Q. All right. As the man in charge, correct? A. I don't know what it says.

33 Q. All right, sir.

MR. PROWELL: Would you mark that as Respondent's Exhibit 11?

(The document above referred to was marked Respondent's Exhibit No. 11 for identification.)

BY MR. PROWELL:

Q. I show you a document which has been marked for the purpose of identification as Respondent's Exhibit 11 and ask you if that document contains your signature? A. It does not.

Q. Is that your name? A. It is my name.

Q. Did you write it on there? A. No.

Q. You say somebody else wrote that? A. Yes.

Q. Does that form provide -- is that a roller man's report form? A. It is a web break report.

Q. Web break report and it has a place for roller man to sign at the bottom? A. Yes, sir, it does.

Q. And a place over on the other side, man in charge? A. Yes.

Q. And the name on there is J. Thomas?

34 A. That is correct.

Q. Is there any other man in charge out there named J. Thomas besides you, or was there? A. There was not.

Q. You know, do you not, Mr. Thomas, that Mr. Leck Horton was the superintendent in charge of the entire plant? A. No, I don't know that.

Q. You don't? A. He is not in charge of the whole plant, I wouldn't think.

Q. Well, isn't he in charge of all, except the company's front office, all of the manufacturing processes? A. I don't know that he is in charge of sterotype.

Q. You don't? A. No, sir.

Q. All right, sir. Now, you say that one night Mr. Gaston got sick and he came to you and wanted to go home.

Did I understand you to testify that you wouldn't let him go home until you had gotten in touch with Mr. Horton? A. That is true.

Q. And you arranged with Mr. Horton for a replacement for him?

35 A. I called Leck and he called somebody else.

Q. So you could not have operated the press without having a replacement, isn't that right? A. It is hard. You have to let something else go when you do.

Q. So, normally, if you have something happen, when a man has got to be off, then you have got to arrange somehow to get a replacement for him, right? A. Yes.

Q. You don't have an extra man in the plant at night normally, do you? A. No. You have to arrange with Leck to get somebody else.

Q. So you have got to get somebody else off of another head press man's crew to fill in, isn't that true? A. No, that is not true.

Q. Isn't that where they come from? A. They can come off my shift, the one that they are off.

Q. Off your shift, the man that is off? A. Yes, sir.

Q. But what you normally do is you have a list there and you try to give that overtime work on the basis of the list, right?

36 MR. McHUGH: Object to the question.

MR. ADAIR: He is assuming facts not in evidence. The fact in evidence is that he does not grant the overtime.

TRIAL EXAMINER: I will sustain the objection.

BY MR. PROWELL:

Q. All right, sir. Now, sometimes you have a breakdown, right? A. Sometimes.

Q. And when you have a breakdown you take everybody who is available and do your best to fix it as quick as you can and get it back in operation, isn't that true? A. I would look at the situation.

Q. You would look at the situation and you would decide whether you can fix it or not. If you can you get the man and you take them and a assign them to various and sundry jobs to try to get the press back in operation as quick as you can. Isn't that the way it operates? A. Well, no, not that way. If I can't fix it myself or with the oilers assistance right away, well, I call Mr. Horton.

Q. I see. If you can you use the oiler or the helpers or however you can and y'all get it fixed. If you can't, if it is a major breakdown then you call Mr. Horton, who is a mechanic, right?

37 MR. ADAIR: I object.

TRIAL EXAMINER: Overruled.

THE WITNESS: If I can't fix it right then and there, well, I do call Mr. Horton.

BY MR. PROWELL:

Q. I see. Now, you do have occasions, do you not, when you are

are working a six-man crew in the middle of your shift you run out of or you finish up a particular run that you are making and for the remainder of the shift you have one extra catcher, isn't that true? A. Sometimes.

Q. And when you have an extra catcher, you are supposed to take that man and assign him to some job to learn a different job from the job that he already knows, isn't that true? A. I never have been told that.

Q. Well, what do you do with him? You don't send him home, do you? A. On many occasions Mr. Horton come and got him and sent him back to the shipping room.

Q. I am talking about in the evening and at night. A. He has been out there at night when we had an extra and did the same thing.

38 Q. On other occasions what do you do with him when Mr. Horton is not there? A. He just steps up a slot. You don't go down. You go up.

Q. You misunderstand me. I said when you got an extra man and you don't need him, what do you do with him? A. He moves back to the rolls. That is the next step.

Q. You mean you put him back there to assist the roll man to learn that job?

MR. ADAIR: I object. He has not testified to that.

MR. PROWELL:

Q. Is that what you do with him? A. Well, I -- he just normally goes back there because that is -- I don't tell him, now, you go back there and learn the rolls.

Q. Well, you have already got a man running the rolls, haven't you? A. Well, if he goes back there to learn the man that is running the rolls can't go off and leave him.

Q. I see, so you let him go to learn some other job, right? A. He can.

39 Q. All right, sir, where else to --

MR. ADAIR: I object. Let him finish his answer.

TRIAL EXAMINER: Go ahead.

THE WITNESS: I don't send him anywhere.

BY MR. PROWELL:

Q. Well, where else would you let him go, then?

MR. ADAIR: I object, Mr. Examiner.

MR. McHUGH: He could go to the rest room.

TRIAL EXAMINER: I will sustain the objection.

BY MR. PROWELL:

Q. All right. Is there any other place that you would grant him permission to go?

MR. ADAIR: I object. For --

MR. PROWELL: For any place where you would grant him permission to go?

TRIAL EXAMINER: Sustained.

BY MR. PROWELL:

Q. Well, can he go home without your permission? A. If there is any deviation in the schedule there, he would have to contact Leck to see about changing to go home or something.

Q. I see. You wouldn't contact Mr. Horton yourself? A. If he asked me to contact Leck, I would.

Q. All right, sir. Did I understand you to testify that if something
goes wrong with the press that all of you pitch in and do whatever you can
40 to get it back into operation?

MR. ADAIR: I object.

BY MR. PROWELL:

Q. Is that true?

TRIAL EXAMINER: Overruled.

THE WITNESS: I didn't testify to that.

BY MR. PROWELL:

Q. I am asking you is it true? A. We do what we can, yes, sir.

Q. All right, sir. And you said that during, did I understand you to testify or is it true that during the period when the press in December was working on a reduced schedule, that you were put on the job of catching fly one day for one shift? A. It is true that I was wrote up on the schedule to be a delivery man.

Q. Did you do that job that day? A. I did so.

Q. Isn't it true that you didn't miss, actually, but one day of work during the time of this change over? The reduction in the press hours? A. To the best of my knowledge, I lost two days, one each week. For two weeks.

Q. All right, sir. Mr. Thomas, do you recall an incident of about a year ago which you were working as the head press man at night and a truck came there to get a load of your finished product, your printed

41 comics? A. I remember that situation.

Q. And you let the man have them, did you not? A. I didn't.

Q. Well, who let him in? A. I let him in the door.

Q. All right, sir. You had the keys to the plant? A. No, I did not.

Q. You could open it from the inside? A. Yes, sir.

Q. And you let him in to get them, right? A. No.

Q. Didn't you just say you let him in? A. I let him in, but I didn't let him get them.

Q. Oh, you didn't. He didn't get them? A. He got them.

Q. You were the only one there at the plant, weren't you? A. No, sir.

Q. At that time? A. There was a crew and a couple of Colored employees.

Q. I see. Did that happen on frequent occasions? A. It has happened a couple or three times. That was just one incident.

42 Q. Now, let's go back to this oiler's report a minute.

Isn't it true that if the oiler's report is not properly filled out that Mr. Horton may either go to the oiler or else will come to you and speak to you about it? A. On occasions when we have run out of them and we have gone as high as four or five days without them, and they didn't say anything about them.

Q. You didn't answer my question? A. It is possible for him to.

Q. To come to you and get on you about the fact it was not filled out, right? A. I don't know whether he would get on me about it.

Q. Well, he spoke to you about it? A. He mentioned it.

Q. He has done that on a number of occasions, isn't that right? A. No, sir. One occasion.

Q. One occasion is all you can recall? A. Yes, sir.

Q. Did you ever make the statement that it seldom happens that an employee misses an oiler report? A. Well, he is very --

Q. Just answer my question, please, sir. Did you ever make that
43 statement? A. When he has got the form to fill them out, he doesn't.

Q. I asked you a question.

MR. McHUGH: Mr. Examiner, I have an objection.

MR. PROWELL: Wait until I get through with the question.

MR. McHUGH: I have an objection to the last question.

TRIAL EXAMINER: Read the question, please.

Whereupon,

The Court Reporter read back the last question as requested.

TRIAL EXAMINER: What is your objection?

MR. McHUGH: That he has asked the witness if he ever made a specific statement and he is referring to the affidavit which I gave him. Again, this is a matter in which he is attempting to impeach the witness and I insist that the witness be shown the statement.

MR. PROWELL: I have not made any notation in the report if he made the statement. I asked him if he ever made that statement.

TRIAL EXAMINER: I will permit it. Objection overruled. Give him the question again.

44 BY MR. PROWELL:

Q. Did you ever make the statement that it seldom happens that an employee misses an oiler report? A. Seldom.

Q. You did make that statement, right? A. I did.

Q. And it is true, isn't it? A. To a certain extent.

Q. What do you mean, to a certain extent, is it or isn't it? A. Well, he can't make out one if he hadn't got one to make out.

Q. Well, my question is, does it seldom happen that an employee misses making out an oiler report? A. Well, seldom, it has happened that they didn't have any to fill out.

Q. All right, sir, but I still say is it true that he seldom misses making out a report? A. When he has got them to fill out, he very seldom does.

TRIAL EXAMINER: You mean he very seldom misses making it out?

THE WITNESS: That is correct.

TRIAL EXAMINER: When he has the forms he usually makes them out?

45 THE WITNESS: That is correct.

BY MR. PROWELL:

Q. Mr. Thomas, it is your duty and responsibility, is it not, where a man has been lax on his job or is being lax, is to reprimand him and to tell him to get to work? A. I don't know that it is my responsibility to do that.

Q. Well, let me ask you. Did you ever make this statement: "The most I have ever done when a man has been lax on his job was to tell him to get with it." A. Yes, sir, I have done that.

Q. That is part of your duties and responsibilities, is it now? A. No, sir.

Q. Sir? A. It is not my responsibility.

Q. It is not your responsibility to do that? A. No, it is not.

Q. But you just did it on your own? A. I did.

Q. Now, you are supposed to keep a record with respect to the plating job, is that correct? A. I am.

Q. Sir? A. I am.

46 Q. And then you assign the men who will assist on each of those jobs to perform that particular job, right? A. Not necessarily.

Q. You ever made that statement? A. I may not have there and a lot of times they --

Q. Will you answer my question, sir, sir, have you ever made the statement that you make out the list and you make the assignments on who will assist on each job? A. I have made them out.

Q. You have made that statement? A. I made them out.

Q. Did you make that statement?

MR. McHUGH: Mr. Examiner, again I object and I ask that the respondent's counsel show the particular statements which he is obviously referring to and I want the record to reflect that he is referring to the statements that I submitted. If he is trying to impeach the witness he should have an opportunity to examine the statements.

MR. PROWELL: I am not attempting to impeach him.

MR. McHUGH: Mr. Examiner --

TRIAL EXAMINER: Well, it lasts a little longer this way.

47 BY MR. PROWELL:

Q. Did you ever make that statement?

MR. McHUGH: I think he should specify when, if any, the statements were made.

MR. PROWELL: Will you answer the question, please, Mr. Thomas?

THE WITNESS: Should I answer it?

TRIAL EXAMINER: You may answer.

THE WITNESS: Yes, sir, I believe I have.

BY MR. PROWELL:

Q. Now, when you are operating the press and you have -- and it gets out of register, it is your job to make out a sheet for each man and assign him to a position to move the plates, isn't that right? A. I do not assign him.

Q. Well, you tell him where to go? A. I fill out a piece of paper and I stack them up there and they come by one at a time. Any man is liable to get any sheet.

Q. So, you stack them up and they come by and -- A. They write their name down on my copy.

Q. Write their name down on your copy? A. On my copy.

Q. To show that they have assumed the responsibility for that
48 particular job that you made out for them to do, right? A. They write their name down so that there will be a record of what they did.

Q. Is that correct, of what you made out for each one of them to do, isn't that true? A. Not for each one of them, now. I mean, I mark up a page and if he picks up the page, well, he writes his name down to assume the responsibility for that page.

Q. For that page? A. Yes, sir.

Q. So, in any event, you make out a specific set of instructions, if you have five people you make out five separate pages, right? A. No. There might not be but one page.

Q. One page? A. Right.

Q. But each man comes by and in turn he takes the responsibility for one of those particular functions on that page that you made out, right? A. That is right.

Q. And you require him to sign which one he has taken so there can't be any question about it, right? A. The company does.

Q. I know, the company has a form they make out, but you are the
49 guy who makes the thing out and is responsible to Mr. Horton for it, aren't you? A. There is no form made out. All I do is a copy, make out a copy.

Q. Make out a copy? A. Yes.

Q. But that copy is instructions as to what is to be done, right? A. That is correct.

Q. And each man comes by, as he comes by he, they, in turn, sign on that sheet which one of those instructions that you made out they are to carry out, isn't that true? A. That is correct.

Q. Then you have a written record of who is responsible for which of those jobs that you have assigned, isn't that true? A. That is right. I didn't assign them.

Q. Sir? A. I didn't assign them to it.

Q. Well, what do you call it then. If you don't like the use of my words, what do you call it? A. Well, they just pick up the points that is there. I don't have to assign it to them. It is there already.

Q. In other words, when you make it out it is there and you don't
50 call that assigning it to them, right, but they have got to do it?
A. That is correct.

Q. All right.

TRIAL EXAMINER: What is this sheet or piece of work, Mr. Prowell? That you have been talking about in the last couple of minutes.

MR. PROWELL: It is just -- I want to ask the witness a question.

BY MR. PROWELL:

Q. This is just a sheet of work, in other words, a finished -- it is a finished product or sample with errors on it and you indicate what the errors are on there, right? A. It is a copy.

Q. It is a copy? A. Yes, sir.

Q. And that copy shows --

TRIAL EXAMINER: This is a sort of daily report, to use, in other words.

MR. PROWELL: Something to that effect, yes, sir. And that shows where the errors are and what is to be done, right?

THE WITNESS: Yes.

BY MR. PROWELL:

Q. By your notations on the side of it that is an indication or the instructions to each person as to what he is to do in order to get this thing
51 back in to register, isn't that true? A. Yes, sir, the person that
picks up the sheet.

Q. All right.

TRIAL EXAMINER: It would be a separate sheet for each page, wouldn't it?

THE WITNESS: That is right, possibly --

TRIAL EXAMINER: And you mark the errors on each page?

THE WITNESS: That is correct.

TRIAL EXAMINER: Then you are saying that somebody --

MR. PROWELL: But he also marks instructions on the page, Mr. Examiner.

MR. ADAIR: I object.

TRIAL EXAMINER: You mean you mark the corrections where it is wrong?

THE WITNESS: That is correct, like the dead metal where I mark to take the dead metal out.

TRIAL EXAMINER: Then you are saying that whoever --

THE WITNESS: Picks up the sheet.

TRIAL EXAMINER: And makes the necessary corrections in the machinery?

THE WITNESS: Inside the press.

52 TRIAL EXAMINER: Then he signs the sheet?

THE WITNESS: He signs -- well, I make out an original.

TRIAL EXAMINER: All right.

THE WITNESS: And then I make up an individual sheet for the man to carry to the press, because he can't remember that long, and so he assumes responsibility of it and when he picks it up he looks to see what page it is and he signs the original that I have and then he carries the sheet in the press room.

BY MR. PROWELL:

Q. So, your instructions to the men are contained on that sheet that you make out, right? A. That is correct.

Q. Now, the whole purpose of all of this is to get the press back into operation or get it back into register and back into operation as quickly as possible? A. That is correct.

Q. If a man, if you short the press backup and a man has not properly performed the job that he signed off of your instruction sheet, you have to shut it back down, don't you? A. That is correct.

Q. And you go back to that man and make him go back down there

53 and make the correction then, right? A. No.

Q. Well, who do you get to do it? A. Anybody available.

Q. Any man that is available, you send him down there to do the job, then, to make that correction that was not made the first time? A. I draw up another sheet and he does it.

Q. You draw up another sheet and he does it? A. Yes.

Q. But you still have a record which you turn in the next day showing who was supposed to have done it and who did not do it, right? A. Yes.

Q. That is a record which you retain? A. I make a copy. It is a type of record, but it does not -- I don't specifically state anybody's name, I mean, bring it to any attention. They have to go back and thumb through it to find it.

Q. I see. So, in other words, you are the only one that knows about it normally unless somebody really goes in there and looks for it? A. Well, the man that did it.

Q. I mean you and the man who did it. A. That is correct.

54 Q. All right. You testified, Mr. Thomas, that you signed this petition for the union. Did you, sir? A. The first one, yes, sir.

Q. Did you sign that at your own house? A. No, I did not.

Q. Did you have a union meeting or two at your house, sir? A. One.

Q. One? A. Yes, sir.

Q. Tell me about when it was held? A. About the 10th?

Q. Of what? A. November.

Q. Was that petition available at your house at that time for people to sign? A. It was not.

Q. It was not? A. No.

Q. Did people sign it at your house? A. No, sir.

Q. Did they sign union cards at your house? A. They did.

Q. How many? A. I do not know the number.

55 Q. Give me an approximation, please, sir. A. Oh, I would say four or five.

MR. PROWELL: I have nothing further, Mr. Examiner.

REDIRECT EXAMINATION

BY MR. McHUGH:

Q. Mr. Thomas, these copies that you correct, is this something similar to proof reading the copy? A. It is the same thing.

Q. Do you designate, once you find the errors on the copy, do you designate any specific individual to correct any certain error?

* * * * *

THE WITNESS: I don't direct anybody. Like I say, I just make them out, tear them off and lay them down there and the press is down. When the press comes down each man knows that he is supposed to make necessary corrections to get the press running again.

BY MR. McHUGH:

Q. Do you write any specific employees names to correct any specific error? A. No.

Q. Have you been putting your signature on this copy that you
56 have corrected? Do you put your signature on the copy that you
mark for corrections? A. I do.

Q. How long have you been doing that? A. Ever since I became press man.

Q. All right, sir. Do you recall the incident that Mr. Prowell referred to involving the truck driver who appeared at the plant on a night shift while you were present as head press man? A. I do.

Q. Will you complete the story with respect to what you did concerning that truck driver? A. He rang the buzzer at the back door, which anybody can hear that is in the plant, and so I went to the back door and he wanted in so I let him in and he wanted to know if he could get loaded out, that he was supposed to have loaded out that day.

He was supposed to have been in that day and that he had had mechanical failures with his truck and was running late and wanted to know if I could load him out and I told him no, that I was not in that department, that I was in the press room, and that we didn't work in the shipping department, and he persisted that somebody load him out, so I told him that I didn't know anything about it or anything and that I would

57 call Leck Horton and find out.

Q. Did you call Leck Horton? A. I did.

Q. About what time was this? A. Sometime in the morning hours. I would say two or three o'clock.

Q. Two or three o'clock? A. Somewhere in that neighborhood.

Q. Did you reach Leck Horton? A. I did call him.

Q. What did you tell him? A. I told him the situation that I just related.

Q. What instructions, if any, did he give to you? A. He said he didn't know what to do, that he would call Mr. Clinton and see what he wanted to do.

Q. And what happened thereafter? A. He said he was going to call Mr. Clinton. Whether he did or not, I don't know, but he did call me back later and said Mr. Clinton was sending in the shipping clerk.

Q. What time did the shipping clerk get in? A. I don't know the approximate hour.

Q. Did the shipping clerk come in? A. Yes, sir.

Q. Did he help load out the truck? A. He loaded it out himself.

58 Q. Referring to Respondent's Exhibit 8, have you ever — this is a copy of the rules. Have you ever disciplined any employee for failing to comply with any of those rules? A. I never have.

Q. Do you know of anyone who — do you know of any head press man who has ever disciplined any employee for failure to comply with those rules? A. I don't.

Q. Have you ever recommended to Mr. Horton or Mr. Clinton that anybody be disciplined for failing to comply with those rules? A. I never have.

Q. This incident, the time in which Bobby Norred, referring to Respondent's Exhibit 9, the overtime, which reflects the overtime that Bobby Norred worked, did you authorize him to work that hour and a half overtime? A. I did not.

Q. Do you recall the circumstances? Do you recall the night that he worked that hour and a half overtime? A. I mean, I wasn't there. It was in the morning time. To my best knowledge, I think it was one morning that Leck came in early and —

* * * * *

59 THE WITNESS: He stayed over and worked with Leck and ever who was helping them do something. I don't recall. I got that time right there that I marked there off his time card because I have no way of knowing.

BY MR. McHUGH:

Q. Bobby Norred's time card? A. Yes, sir, because I had no way of knowing how long that he worked other than that.

Q. And respondent's exhibit 9 reflects that you worked 37-1/2 of that week? A. I did.

Q. And the hour and a half that Bobby Norred worked overtime was on a Wednesday, was it not, according to that document? A. Yes.

Q. And on that Wednesday you worked 7-1/2 hours? A. Yes, sir.

Q. According to that document your shift was over? A. I did.

Q. Are you telling us now that you didn't know that Bobby Norred
60 was going to work that hour and a half overtime?

* * * * *

THE WITNESS: I can't say whether I knew beforehand or not that he was going to, because I don't recall that Leck called me and told me that Bobby was going to work over or not.

BY MR. McHUGH:

Q. Well, did you specifically authorize Bobby Norred to work that hour and a half overtime? A. No, I didn't.

Q. Have you ever authorized any employee to work overtime without first checking with Leck Horton?

61 A. No, I have not.

* * * * *

MR. PROWELL: I have none.

TRIAL EXAMINER: Mr. Prowell, are you going to offer Respondent's 11?

MR. PROWELL: I think it would just clutter up the record, Mr. Examiner. I don't see any point in it.

* * * * *

MR. McHUGH: I would like to recall Mr. George Hickey to the witness stand, Your Honor, and this is the witness who asked to be affirmed that his testimony to be the truth.

TRIAL EXAMINER: You are still under oath.

MR. PROWELL: I object to recalling the witness. I don't know the purpose.

MR. McHUGH: I don't think he has the right to know the purpose.

MR. PROWELL: It seems to me that at some point we need to get through with the witnesses and I understand the witness has been completed. He has been cross examined now and it is concluded.

62 TRIAL EXAMINER: Is this on matter that you have already covered with the witness or new matter?

MR. McHUGH: This is new matter. This is something that I had intended to cover before I changed my schedule around to attempt to work out a stipulation.

TRIAL EXAMINER: All right, I will permit it, objection overruled.

Whereupon,

GEORGE HICKEY,

recalled, testified further as follows:

DIRECT EXAMINATION

BY MR. McHUGH:

Q. Mr. Hickey, did you ever have any conversation with Wilbur Holmes concerning the discharge of any employee? A. I did.

MR. PROWELL: I object. They have not proved Mr. Holmes to be a supervisor at this point.

TRIAL EXAMINER: Objection overruled.

BY MR. McHUGH:

Q. Did you state your answer on the record to my question, Mr. Hickey?

TRIAL EXAMINER: Did you have such a conversation?

THE WITNESS: I have.

BY MR. McHUGH:

Q. With whom was it?

63 A. Wilbur Holmes.

Q. Do you recall approximately when it was? A. It was in 1964, approximately in the late summer.

Q. Tell us what you recall about this conversation and whom it concerned. A. I had a conversation with -- I was conversating with Wilbur Holmes and --

TRIAL EXAMINER: Just tell us what you asked Mr. Holmes.

THE WITNESS: I asked Mr. Wilbur Holmes if he had fired a Colored man. He told me that he did and I asked him the reason why he fired him and he said that he had caught him using the tow motor and trying to make a bull dozer out of it.

BY MR. McHUGH:

Q. Did you say anything else to that, sir? A. Not that I recall.

Q. Did Mr. Holmes say anything else? A. Yes, sir, he said that if he had his way about it that he would fire every one of the Colored people.

Q. Approximately when did this conversation take place? A. It was a day or two later, after he had fired him.

MR. PROWELL: We object and move to strike the testimony.

64 MR. McHUGH: For what reason?

TRIAL EXAMINER: I will deny the motion.

BY MR. McHUGH:

Q. Do you recall where you were when you had this conversation? A. I was in the press room.

Q. Had you previously, before this conversation, had you been aware that Wilbur Holmes had discharged this employee? A. Yes, sir.

MR. PROWELL: I object.

MR. McHUGH: He can state if he was aware of it, sir?

MR. PROWELL: It is obviously on the basis of hearsay.

MR. McHUGH: The witness has not answered.

TRIAL EXAMINER: What difference does it make whether he was or was not aware in advance as far as any issue before me is concerned?

MR. McHUGH: It explains this witness' questions to Mr. Holmes concerning the discharge.

TRIAL EXAMINER: All right, for that reason I will permit it. Objection overruled.

THE WITNESS: What was the question again?

TRIAL EXAMINER: Were you aware, before you had the conversation, that Mr. Holmes had discharged a Colored person? 65

THE WITNESS: Yes, sir, I was.

BY MR. McHUGH:

Q. And how were you made aware of this fact? A. By the men on the crews telling me that he had fired him.

MR. PROWELL: Now, I object to it.

TRIAL EXAMINER: Overruled.

MR. PROWELL: Obviously hearsay.

TRIAL EXAMINER: Motion to strike denied.

BY MR. McHUGH:

Q. Was this employee that was discharged the janitor? A. Yes, sir, he was.

Q. And was he discharged on the same night that you were working? A. I don't recall whether it was on the same night I was working or not.

Q. Were you working on the night in which the incident occurred for which it is said that he was discharged? A. I am not sure. I don't recall whether I was working on that night or not.

Q. All right, sir.

MR. McHUGH: That is all, thank you.

CROSS EXAMINATION

66 BY MR. PROWELL:

Q. What was this man's name? A. That was discharged?

Q. Yes, sir. A. I don't recall his name. I know he was -- I can tell you -- I don't recall his name.

Q. All right, when did you say this happened? A. It was in the late summer. I am not sure. It was in the late summer of 1964. The boy was out, he was going to college, I understand.

Q. Did you say that Mr. Holmes said if he had his way he would fire every one of the Colored employees? A. Yes, sir, he did.

MR. PROWELL: I have nothing further.

MR. McHUGH: I have no more questions.

TRIAL EXAMINER: You are excused.

* * * * *

JAMES ROBERT GASTON,

recalled, testified further as follows:

DIRECT EXAMINATION

BY MR. McHUGH:

Q. Were you in the courtroom when George Hickey just testified.

67 A. I was.

Q. Are you familiar with the incident in which he testified that an employee was said to be discharged? A. I am.

Q. Were you present when that, when such an incident occurred? A. I was.

Q. Relate to us to the best of your recollection when this incident occurred? A. Well, I was on the midnight shift and I believe it was either 2:30 or 3:00 o'clock, somewhere early in the morning like that.

Q. Approximately what month? Do you have any idea? A. It was in the summer, late summer or early fall, somewhere in that time. I don't remember exactly when. It was the summer of 1964 that this incident occurred.

Q. All right, sir, tell us what you remember about the incident. A. Well, I was on the fly that night stacking papers and Mr. Holmes came in the plant. I don't know what time he came in but I noticed him in and around the plant and this particular Colored employee was moving the paper, it was the paper into a certain area and he was using a tow motor to move this paper and Mr. Holmes went over there and was talk-
68 ing to him and I couldn't hear the conversation but I could see. I didn't know what they were saying then.

Q. Why couldn't you hear the conversation? A. The press was running and it drowned out the conversation. I could see they were conversing over some matter.

The janitor got to talking back and forth and he left and went out of the press room where he was working on the paper over there, so --

Q. Did you see the janitor any more after that in the plant? A. No, sir, I did not.

Q. Did you ever hear what happened to him? A. Yes, sir.

MR. PROWELL: I object to what he heard, Mr. Examiner.

TRIAL EXAMINER: Well, let's find out from whom he heard it.

BY MR. McHUGH:

Q. Did you have a conversation with Wilbur Holmes about the janitor? A. Yes, sir.

Q. When was this? A. It was the same shift. It was later that shift. I was either in the locker room or the cafeteria. I don't know which. He did tell me that he had told those janitors about using that tow motor for a bull dozer and he had fired this one and he would bet that man that he would stay fired.

Q. What exactly was the janitor doing when you observed him? A. Well, they have a bailing machine there where they take this waste paper and they put it in large bundles to ship it out of the plant. It is sold as scrap, I guess.

He was working over there and moving the waste paper to one big pile getting it closer to the piling machine and he was using the tow motor to get it up closer to this machine.

I don't know what was going on. I could see them talking back and forth with one another and later is when I had the conversation with Mr. Holmes.

MR. McHUGH: Thank you, sir, that is all of the questions I have.

CROSS EXAMINATION

BY MR. PROWELL:

Q. The shippers also use these tow motors, do they not? A. The shippers?

Q. Yes, sir. A. Would you explain that, please?

70 Q. I say, these people who work in the shipping department also use those same tow motors, do they not? A. Yes, sir.

MR. PROWELL: Would you mark these as Respondent's Exhibits 12 and 13, please?

(The documents above referred to were marked Respondent's Exhibits Nos. 12 and 13 for identification.)

BY MR. PROWELL:

Q. Mr. Gaston, I hand you two documents which have been marked for the purpose of identification as Respondent's Exhibit 12, which appears to be a letter addressed to Mr. Guy Wheelis, signature of James R. Gaston, dated March 4, 1965, which is marked as Respondent Exhibit 12, and one which has been marked for the purpose of identification as Respondent Exhibit 13 bearing the date of March 4, 1965, addressed to Mr. Bobby Norred with the signature of James R. Gaston and ask you if you will examine those and tell us whether or not you wrote those two letters?

MR. McHUGH: I object to this as being beyond the scope of direct examination and completely irrelevant to the subject with which this witness was called and entirely beyond the scope of direct examination.

MR. PROWELL: I suppose technically, Mr. Examiner, that is, that has some merit. However, in order to keep from calling the man
71 back for a third trip to the stand, we submit that we are only interested in establishing the identify of the documents.

TRIAL EXAMINER: For that reason, to prevent him from being recalled, I will permit --

MR. McHUGH: Sir, Mr. Gaston is here and if the respondent wants to recall him and make him his own witness they are at liberty to do so. He was put on for a specific purpose and this is so far beyond the purpose for which he was called and the subject matter which he was asked on direct examination, that I have just got to object to it at this point.

MR. PROWELL: Mr. Examiner, you have not, up to this point --

MR. McHUGH: They also, Mr. Examiner, have available avenues of proving those letters by the employees, themselves, going to whom they were addressed and I submit this is not the time and the place to do so and I object.

TRIAL EXAMINER: Do you have other questions that you want to ask the witness about these documents?

MR. PROWELL: No, sir, all I want him to do is to identify they are his letters.

TRIAL EXAMINER: I will permit that. What is the question?

72 BY MR. PROWELL:

Q. Did you write those two letters and mail them? A. Yes, sir.

MR. PROWELL: I have nothing further. We offer Respondent's 12 and 13.

MR. McHUGH: I object to them. I would like to know first of all -- well, I object, period. I think it is beyond the scope of direct examination. They have no relationship at all to the issues in the case.

MR. PROWELL: Mr. Examiner, if you will recall, these particular letters have been referred to previously in the testimony.

MR. McHUGH: Not by this witness.

MR. PROWELL. Not by this witness, I agree.

MR. McHUGH: Then it is irrelevant and improper.

TRIAL EXAMINER: I will reject them at this time. If you want to reoffer them later on in connection with the respondent's case in chief, I will entertain a motion.

I will entertain the offer of the documents again.

MR. PROWELL: All right, sir. We have nothing else.

MR. McHUGH: I don't have any more, sir, thank you.

TRIAL EXAMINER: You are excused.

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73 TRIAL EXAMINER: With reference to Respondent's 11, either, I think the document should go in evidence or a stipulation concerning it.

MR. McHUGH: If Mr. Prowell does not desire to enter them, General Counsel will do so.

MR. PROWELL: We will try to work out something, Mr. Examiner.

MR. McHUGH: I will offer them at this time, right now.

TRIAL EXAMINER: I think the record does show that the words "man in charge" appear down below in the left hand corner.

MR. PROWELL: That is correct.

TRIAL EXAMINER: May it be stipulated that the word "foreman" does not appear on that document?

MR. PROWELL: The word "foreman" does not appear on this particular document, that is true.

TRIAL EXAMINER: Will you stipulate that, Mr. McHugh?

MR. McHUGH: Yes, sir.

TRIAL EXAMINER: I am not sure the record shows the date of that. What is the date of that?

MR. PROWELL: This one?

TRIAL EXAMINER: Yes, sir.

MR. PROWELL: March 11th.

74 MR. McHUGH: Mr. Examiner, I would like to have the exhibit to offer it in evidence.

MR. PROWELL: I beg your pardon. It doesn't. It is 4/2/64. I am sorry. I gave you the wrong date.

MR. McHUGH: General Counsel offers this exhibit, Respondent's Exhibit 11 into evidence, sir.

TRIAL EXAMINER: Any objection?

MR. PROWELL: I never heard of General Counsel offering an exhibit for the Respondent. We don't have any objection. We will put it in ourselves.

TRIAL EXAMINER: Well, Mr. Prowell, are you going to offer it, then?

MR. PROWELL: We will offer it.

MR. McHUGH: We have no objection.

TRIAL EXAMINER: I will receive it as offered by both of you.

(The document above referred to, heretofore marked Respondent's Exhibit No. 11, was received in evidence.)

* * * * *

CALVIN BRYANT

was called as a witness by and on behalf of the National Labor Relations Board and the General Counsel, having been first duly sworn, was examined and testified as follows:

75 TRIAL EXAMINER: Give us your name and address?

THE WITNESS: Calvin Bryant, McNeal Hill, Sylacauga, Alabama.

DIRECT EXAMINATION

Q. (By Mr. McHugh:) By whom are you employed, Mr. Bryant? A. Dixie Color Printing Corporation.

Q. When were you hired? A. June 18th, 1963.

Q. What job do you work in? A. Sterotype.

Q. Who is your supervisor? A. Gene Leslie.

Q. What job do you perform? A. I have performed three different jobs.

Q. What were those? A. Casting, splitting and ringing, and routing.

Q. Is all of this in the sterotype room? A. Yes.

Q. Is all of this under the supervision of Mr. Foster? A. Mr. Leslie.

Q. Mr. Leslie? A. Yes.

76 Q. Pardon me. Are you hourly paid? A. Yes, sir.

Q. What is your rate of pay? A. $3.50 an hour.

Q. $3.50? A. Yes, sir.

Q. Are you on strike at the present time? A. Yes, sir. I am.

Q. Did you go out when the strike began? A. Yes, sir, I did.

Q. I show you a document marked as General Counsel's Exhibit 6 and ask you if you recognize it? A. Yes, sir, I do.

Q. Does your signature appear on there? A. Yes, sir, it does.

Q. Exactly where? A. It is the second from the bottom on the left hand column.

Q. All right, sir, where were you when you signed that? A. Childersburg, Alabama, at a union meeting.

Q. Did you have any conversation with any, with Wilbur Holmes? A. Yes, sir, I did.

Q. When? A. It was in the latter part of November between
77 the second, the first and second petition that was presented to the
company.

Q. Where did this conversation take place? A. In the sterotype room back by the casting box.

Q. What was it all about? A. Well, Mr. Holmes made the statement to me that if the plant were to go union that they would close it down. He further stated that the company had been under some court orders or had been in court and that the way they had got around the court order was by having the money to do so.

Q. How long did he talk with you, sir? A. Only a few minutes.

TRIAL EXAMINER: Did you say when this was?

THE WITNESS: The latter part of November.

TRIAL EXAMINER: 1964?

THE WITNESS: Yes, sir.

Q. (By Mr. McHugh:) Is Leck Horton over the sterotype room? A. No, sir.

Q. Who is Gene Leslie's immediate superior to the best of your knowledge? A. Mr. Clinton.

Q. In that same operation in the sterotype room, is there also a 78 plating process of some kind? A. What do you mean by that?

Q. Are plates, nickel plated in there? A. In the — we call that the Library Department. That comes under the Library Department.

Q. What is done in the library? A. The mats are received and checked and labeled for how many plates are to be casted on each mat, and they nickel the plates. They trim or cut down the plates to the size and put in rubber strips at the top, if needed, and they lay out the work and put the plates in the boxes to get them ready for the press room.

Q. Do you ever perform any of this work regarding nickel plating of these plates? A. No, I do not.

Q. To your knowledge, has this operation ever been known as the plating room?

MR. PROWELL: I object. This is leading the witness. He says he has not done any of it.

Q. (By Mr. McHugh:) What is this commonly called, this area commonly called? A. The library.

MR. McHUGH: Thank you, sir, that is all.

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79 CROSS EXAMINATION

Q. (By Mr. Prowell:) Mr. Bryant, you don't know what the duties and responsibilities of Mr. Clinton are, do you? A. No.

MR. McHUGH: I object.

TRIAL EXAMINER: Do you mean Mr. Clinton?

Q. (By Mr. Prowell:) You don't know what the duties and responsibilities of Mr. Horton are, either, do you.

TRIAL EXAMINER: Objection overruled.

MR. McHUGH: Objection.

TRIAL EXAMINER: Objection overruled.

Q. (By Mr. Prowell:) Isn't that right? A. No, I do not.

Q. Now, you said you had a conversation with Mr. Wilbur Holmes sometime in late November. What year was that, 1963? A. 1964.

Q. 1964? A. Yes, sir.

Q. Now, who started that conversation? A. I don't recall how the conversation started.

80 Q. Well, what was the first thing said? A. I don't recall the first words said.

Q. Well, what was the second sentence that was said? Do you remember that? A. Not for sure.

Q. All right, what did you say about the union? If anything? A. I don't recall saying anything about the union.

Q. All right, sir. A. To begin with.

Q. Did you say anything later on? A. I may have.

Q. I am not asking you if you may have. I am asking you if you remember saying anything at all later on?

MR. McHUGH: I think he has answered that. Mr. Examiner, he said he "may have."

THE WITNESS: I don't recall.

Q. (By Mr. Prowell:) All right, sir. The only thing you remember about that conversation, then, is the statement that you say that Mr. Holmes made to you if the plant were to go union they would close it down. Is that all you remember about it? A. About that statement?

Q. Do you remember anything else in the conversation? A. The other statement that I made.

81 Q. What was that? A. That they had been involved in these other cases and that the court order they were presently under, the way they had gotten around that was that they had the money to do so.

Q. You don't know what other cases he was talking about, do you? It didn't have anything to do with the union, did it?

MR. McHUGH: That is two questions.

MR. PROWELL: I will withdraw the first one. It didn't have anything to do with the union, did it or do you know? A. To the best of my knowledge, it does not.

Q. You don't remember making any comments whatsoever to Mr. Holmes at this time, do you? A. I do not.

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85 THOMAS WAYNE SMITH

was called as a witness by and on behalf of the National Labor Relations Board and the General Counsel, having been first duly sworn, was examined and testified as follows:

TRIAL EXAMINER: Give us your name and address.

THE WITNESS: Thomas W. Smith, Route 2, Sylacauga.

DIRECT EXAMINATION

Q. (By Mr. McHugh:) By whom are you employed, Mr. Smith?

86 A. Dixie Color Printing Corporation.

Q. When were you hired? A. When?

Q. Yes, sir. A. September 29, 1963.

Q. Are you still working for the company? A. On strike. Yes, sir.

Q. You have been on strike since it began? A. Yes, sir.

Q. Before you went on strike what was your job? A. Press man.

Q. Who is your supervisor? A. Leck Horton.

Q. What job did you perform on the press? A. Delivery man.

Q. What was your rate of pay? A. $3.86, I believe.

Q. I show you General Counsel's Exhibit 3 and ask you if you recognize it? A. Yes, sir, I do.

Q. Does your signature appear on it? A. Yes, sir, it does.

Q. Exactly where? A. The 5th name from the bottom in the right hand column.

87 Q. Do you recall where you were when you signed it? A. Yes, sir, I do.

Q. Where were you? A. In the locker room at the Dixie Color Printing.

Q. Who asked you to sign it, if anyone? A. I believe Robert Gaston passed the petition to me.

Q. And you signed it at that time? A. Yes, sir, I did.

Q. I show you General Counsel's Exhibit 6 and ask you if you recognize it? A. Yes, sir, I do.

Q. Does your signature appear on it? A. Yes, sir, it does.

Q. Exactly where? A. The third name from the bottom in the right hand column.

Q. Where were you when you signed that? A. Union meeting in Childersburg, Alabama.

Q. Did you have any conversation with Wilbur Holmes concerning the union? A. Yes, sir, I did.

Q. When? A. Approximately the 23rd of November.

Q. Where were you when you were talking with him? A. In the mail room at the Dixie Color plant.

88 Q. Tell us what you talked about? A. Holmes, around 3 o'clock in the afternoon, stopped me as I was leaving the plant and he told me, he said, "You boys are making a mistake."

He said, "The company will never stand for these union activities," and he said, "This is a non-union town," and he said, "It has never stood for the union to be in here and they will not allow it in the future."

He also said that we would be on short time within two weeks, and he said that the men that owned the Dixie Color would close the plant down before they would allow it to go union or words to that effect.

Q. All right, sir. Did you discuss Mr. Leck Horton and Mr. Clinton in that conversation? A. Yes.

Q. Tell us what was said. A. Wilbur Holmes admitted to me —

MR. PROWELL: I object.

Q. (By Mr. McHugh:) Tell us what was said. A. Mr. Wilbur Holmes admitted to me that Leck Horton was not a man for the job of press room foreman for the reason that he would not stand up for the men, that he would not go to Mr. Clinton and discuss the problems that the men had.

MR. PROWELL: I object to this, Mr. Examiner. This is not
89 relevant to any issue we have.

MR. McHUGH: I submit it is entirely proper. It is part of the conversation. It reflects his ability to recall the conversation and should be considered.

MR. PROWELL: Well, to recall a conversation has no bearing on any issue up to this point.

MR. ADAIR: It has on credibility.

MR. PROWELL: I assume he can recall lots of conversations.

TRIAL EXAMINER: I will strike the portion —

MR. McHUGH: Well, Mr. Examiner —

TRIAL EXAMINER: The latter portion about what Mr. Holmes said about Mr. Horton.

MR. PROWELL: All right.

MR. McHUGH: Testimony has been developed concerning the complaints that the employees had which inspired their organizational ideas, and this buttresses, this testimony buttresses the original ideas and it further goes to show the motive behind the organization and it should be considered as part of the entire factual situation that occurred.

MR. PROWELL: Mr. Examiner, this is not in issue as to whether or not Mr. Horton is qualified for the job he is in. If we are going to get into that, we will be here forever.

90 TRIAL EXAMINER: Mr. McHugh, the act permits men to join, form, or assist unions regardless of whether they decide to do so.

MR. McHUGH: It is also relevant for a better reason that it is a part of the entire conversation. We are not asking an AI finding with respect to that. We are asking that it be considered as part of the total conversation and it should reflect on his ability to recall the event.

MR. PROWELL: Mr. Examiner, that is absurd.

TRIAL EXAMINER: It puts in issue something that we didn't need to put in issue here. It might hold us up. I will stand by my ruling. I will strike it.

Q. (By Mr. McHugh:) Do you recall anything else that he said during that time? A. Yes, sir, he said the company had idle presses up north somewhere, Buffalo or somewhere, I don't recall the exact plant that he said.

He said they had idle presses that they could send our jobs to and run them while the plant was down, that they would close down and send the jobs out, run them elsewhere.

Q. How long did he talk with you at that time? A. Approximately 10 minutes, 10 to 12 minutes.

Q. When the cut back was announced, were you affected by it?

91 A. Completely cut out of work.

Q. Were you told by any supervisor the reason for the cut back? A. No, sir, I was not.

Q. Did you have a conversation with Leck Horton concerning the cut back? A. Yes, sir.

Q. What did he say to you? A. I called him on, let's see, the schedule was posted, I believe, around the 28th of November and I called him that night or the next Sunday. I am not sure. The next day, which was Sunday, and I asked him when was I to go back to work or how was I to know to go back to work and he said as far as I am concerned you can call and sign up for your unemployment. And I said, well, I don't exactly recall what I said then, but anyway, he said if you would like, he said, "I can get you an appointment or you can call Mr. Clinton and he will advise you further on this."

MR. McHUGH: Thank you, sir, that is all of the questions I have.

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92 CROSS EXAMINATION

Q. (By Mr. Prowell:) Mr. Smith, you did work some after you had this conversation with Mr. Horton, didn't you? A. Yes, sir, I did. I was called in —

Q. I didn't ask you anything except didn't you work some, didn't you say yes, sir? A. I said yes.

Q. Thank you. How long have you known Mr. Holmes? A. I didn't know him until I was hired at Dixie Color.

Q. When was that? A. September 29, 1963.

Q. Then you have had discussions with Mr. Holmes on a number of occasions, have you not, about various and sundry matters? A. I would say so.

Q. There is nothing unusual, then, for you to talk with Mr. Holmes? A. No, sir.

Q. This conversation that you had with Mr. Holmes on the 23rd, you started the conversation, did you not? A. I can't say as I did.

Q. You don't remember? A. Not definitely, no, sir. I might have spoke to him on my way out of the plant.

93 Q. And what did you say to him first? A. I don't recall the conversation. I spoke to him as I started out of the plant and the conversation got started. I don't remember exactly who started it.

Q. You don't remember what you said first? A. No, sir, I don't. I don't.

Q. You don't remember any remarks that you made to Mr. Holmes at that time? A. Yes, sir, I do.

Q. All right. A. Later on in the conversation —

Q. What did you tell him? A. I told him that we intended to strike with our activities that we were in and we intended to carry through and have the union to represent us.

Q. Did you solicit anybody to join the union yourself? A. No, sir, I did not.

Q. You did not ask Mr. Holmes if he would sign it? A. I did not.

Q. Joining up with you? A. I did not.

Q. Weren't you talking to Mr. Holmes about signing the petition at the time that this discussion took place? A. No, sir.

94 Q. You didn't mention that to him? A. Not the petition.

Q. Well, what were you asking him to sign? A. I didn't ask him to sign anything.

Q. You don't remember, then, what the discussion was that you had with him prior to this statement that he made, right? A. Which statement?

Q. The statement that you said that he made concerning the company would never stand for a union. A. We were discussing the fact that we had gone union, and he said the company would not stand for it.

Q. All right, sir. That is all you remember of the conversation at this time? Or was that all that was said, Mr. Smith, or was something else said? A. That was not the extent of the conversation.

Q. That is all you remember of it? A. No, sir. Not what you have asked me.

Q. I say what you reported is all you remember of it? A. That is correct.

Q. You are one of the youngest men in the press room, right? A. That is correct.

Q. From the point of service? A. That is correct.

95 MR. PROWELL: That is all I have.

MR. McHUGH: Thank you, sir.

TRIAL EXAMINER: Mr. Smith, what sort of work does Mr. Holmes do around the plant?

THE WITNESS: He is the chief electrician.

TRIAL EXAMINER: Are there other electricians, then?

THE WITNESS: Just to assist him when necessary, when he calls on them. They are press men, but at times when they can or something comes up, they work under him. I have worked with him myself along with the men I was talking about assisting him.

TRIAL EXAMINER: Are the presses electrically operated?

THE WITNESS: Yes, sir.

TRIAL EXAMINER: And he sees that all of the electrical arrangements about the press are in good order, is that right?

THE WITNESS: That is right, yes, sir.

TRIAL EXAMINER: Any other questions?

MR. McHUGH: No, sir.

CROSS EXAMINATION

Q. (By Mr. Prowell:) Where did you get this term you used, chief electrician? He is the only electrician, isn't he, Mr. Smith? A. That

96 is the reason he is chief electrician.

Q. All right. Kind of like a Mexican General, everybody in the army is a general, right? A. I wouldn't know that. I never have been in the army.

Q. You said he was the only electrician in the plant, right? A. The only chief electrician.

Q. He was the only electrician, didn't you say? A. There is two or three electricians, besides him. Not for the company. But assistants when necessary, when needed.

Q. What you are saying is you have some people that work on the press and when Holmes needs some help they take the men off the press to go over there and assist him and do whatever he has to do, that is what you are saying? A. Assist the chief, yes, sir.

MR. PROWELL: That is all.

TRIAL EXAMINER: Do you know whether or not these men that assist him on occasions have had electrical training?

THE WITNESS: Yes, sir.

TRIAL EXAMINER: They have?

97 THE WITNESS: Yes, sir.

TRIAL EXAMINER: So they know something about electricity?

Q. (By Mr. Prowell:) Have you had any? A. Myself?

Q. Yes, sir. A. No, sir.

Q. But you have assisted him, haven't you? A. Yes.

Q. You don't know what training these other people had, do you? A. I sure do.

Q. Who else are we talking about, Mr. Smith? A. I am speaking of John Nickolson.

Q. John Nickolson? A. And Shaphan Grant.

Q. Who is the other one? Shaphan Grant? A. Yes, sir.

Q. Now, did either one of those, to your knowledge, have any electrical training before they came to work for the company? A. Yes, sir.

Q. Do you know where? Did they go to school? A. I couldn't say that.

Q. Do you know whether they had any specific course of instruction?

98 A. From who?

Q. Anybody. A. I couldn't say that.

Q. Then how can you say that they had some specific electrical training, Mr. Smith? A. Shaphan Grant holds a union card, electrical union card and he is working now with it.

Q. Just because he holds a union card and is working now, that is the basis of your statement that he has had previous training in electrical work, right? A. That is not all correct.

Q. Well, have you got anything else that you know of? A. From what he has told me I know that he has had training.

Q. All right, sir, what else?

TRIAL EXAMINER: When you say when he is working at it now, do you mean he is working at an electrical work now during the strike?

THE WITNESS: Yes, sir.

Q. (By Mr. Prowell:) How about Mr. Grant? A. That is who I am speaking about, Mr. Grant.

Q. Well, let's go to Mr. Nickolson. Has he had any specific course or training, college or anywhere else that you know of? A. All I know
99 he helped wire the plant and he helped to wire Mr. Clinton's cabin or his house and he has been doing electrical work all over the town all of his life since he has been old enough.

Q. Do you mean he has been assisting Mr. Holmes, is that what you are saying? A. At times, yes, sir.

Q. Just like you did? A. (Nods yes.)

Q. Is that correct? A. Yes, sir. All I did was hand him a wrench, though.

MR. PROWELL: Thank you very much.

REDIRECT EXAMINATION

Q. (By Mr. McHugh:) Mr. Smith, have you observed Shaphan Grant working with Mr. Holmes? A. I have.

Q. And did he actually perform work on electrical equipment? A. Yes, sir.

Q. Did Shaphan Grant also assist in it, to your knowledge, did he assist in the construction of electrical equipment for the new press?

MR. PROWELL: I object. This is leading the witness.

100 THE WITNESS: He did.

MR. PROWELL: Wait a minute. I object and move to strike the answer.

MR. McHUGH: He has testified, Mr. Examiner, that he observed Shaphan Grant working.

MR. PROWELL: You don't have to testify for him. Mr. Examiner, I object to that.

TRIAL EXAMINER: Well, I will ask you to ask him what he has seen Shaphan Grant do.

Q. (By Mr. McHugh:) What work have you seen Shaphan Grant perform at the plant while working with Mr. Holmes? A. Shaphan Grant and myself have put the pipe in the bottom of the new press pit for the wiring system. Under the direction of Wilbur Holmes.

Q. Now, —

TRIAL EXAMINER: What else, if anything, did you see Grant do electrically?

THE WITNESS: Little jobs on the press. I can't recall exactly right now things that he has done but I have seen him working around in the plant with electrical stuff.

Q. (By Mr. McHugh:) To your knowledge, does, has Shaphan Grant worked on equipment which might be dangerous for you to work on? A. Yes, sir.

101 MR. PROWELL: I object. Wait just a minute. He is not qualified to answer a question like this. He has conceeded that he has had no electrical training whatsoever.

MR. McHUGH: That is exactly my question.

MR. PROWELL: He is not qualified.

MR. McHUGH: I submit that he is.

MR. PROWELL: Let me finish. I say he is not qualified to answer with respect to what Mr. Grant worked on as to whether or not it was dangerous from an electrical standpoint. I assume everything you do is dangerous to some degree, but certainly this witness is not qualified to answer a question like that.

TRIAL EXAMINER: The question is whether he has seen Grant do electrical work that he, himself, wouldn't do.

MR. PROWELL: No, that was dangerous, the question was dangerous.

MR. McHUGH: I will rephrase it in the manner suggested by the Trial Examiner.

TRIAL EXAMINER: Have you ever seen Grant do electrical work in the plant that you would not do?

THE WITNESS: Yes. I have seen him put detectors on the press and wires which, well, to me would be a hard job but I wouldn't undertake it myself.

102 TRIAL EXAMINER: All right, let's begin with Mr. Grant.

MR. McHUGH: I don't have any more questions with this witness.

TRIAL EXAMINER: Anything else, Mr. Prowell?

MR. PROWELL: No, sir.

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CHARLES MIZZELL

was called as a witness by and on behalf of the National Labor Relations Board and the General Counsel, having been first duly sworn, was examined and testified as follows:

TRIAL EXAMINER: Give us your name and address?

THE WITNESS: Charles Mizzell, 703 Pine Crest Road, Sylacauga.

DIRECT EXAMINATION

103 Q. (By Mr. McHugh:) By whom are you employed, sir? A. Dixie Color Printing.

Q. When were you hired? A. March 1963.

Q. What job did you work? A. Delivery man.

Q. Is that in the press room? A. Yes, sir.

Q. Is that the only position you have had with the company since you have been there? A. Well, various times I think I have performed about five different jobs.

Q. What jobs are these? A. Shipping Department, Maintenance.

Q. When you were in maintenance who did you work for? A. If I recall right, that was Mr. John Horton.

Q. What other departments did you work in? A. Roll man.

Q. That is in the press? A. Yes, sir. Oiler.

Q. On the press. A. Yes, sir.

Q. All right, sir. Are you on strike at the present time? A. Yes, sir.

104 Q. Did you join the strike when it began? A. Yes, sir.

Q. I show you a document marked as General Counsel's Exhibit 3 and ask you if you recognize it? A. I do.

Q. Does your signature appear on there? A. It does.

Q. Exactly where? A. The second one up from the bottom on the left.

Q. Where were you when you signed it? A. At my home.

Q. Who asked you to sign it? A. No one directly asked me to sign it. Mr. George Hickey and Mr. Robert Gaston brought it to my home and asked me would I like to sign the petition and I said I would.

Q. All right, sir. I show you General Counsel's Exhibit 6 and ask you if you recognize that? A. I do.

Q. Does your signature appear on that? A. It does.

Q. Where? A. The second one from the top in the right hand column.

Q. Where were you when you signed that? A. If I recall right it
105 was a meeting at Childersburg.

MR. McHUGH: That is all of the questions I have, Mr. Examiner.

MR. PROWELL: May we see his statement, please?

MR. McHUGH: Let the record reflect that I am submitting a copy of the statement to Mr. Prowell.

TRIAL EXAMINER: You call him just on these two petitions, really, didn't you?

MR. McHUGH: Yes, sir, well, the strike activity is just as, is an important factor, also.

CROSS EXAMINATION

BY MR. PROWELL:

Q. Mr. Mizzell, you first started taking part in the union activity at the home of Mr. George Hickey, did you not? A. I believe that is correct.

Q. You signed the card over there? A. That is correct.

Q. And then after that Mr. Hickey brought you the petition to your house to sign? A. That is correct.

Q. Now, I believe you said you went on strike? A. Yes, sir.

Q. You were working the night that the strike started, weren't you? A. Yes, sir.

106 Q. And it is true, is it not, that on that night, Mr. Hickey came into the plant and said, "Let's go, we are calling a strike right now." A. Yes, sir.

Q. Then most of the employees went out of the plant right then? A. All except one.

MR. PROWELL: That is all I have, thank you, sir.

MR. McHUGH: That is all.

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DAVID WILEMON

was called as a witness by and on behalf of the National Labor Relations Board and the General Counsel, having been first duly sworn, was examined and testified as follows:

TRIAL EXAMINER: Give your name and address.

107 THE WITNESS: David K. Wilemon, 206 East Park Street, Sylacauga, Alabama.

BY MR. McHUGH:

Q. By whom are you employed, Mr. Wilemon? A. Dixie Color Print.

Q. When were you hired? A. November of 1963.

Q. What is your job? A. I work on the press.

Q. What job do you perform on the press? A. I am a delivery man.

Q. Are you hourly paid? A. Yes.

Q. What is your rate of pay? A. $3.86 per hour.

Q. Who is your supervisor? A. Leck Horton.

Q. I show you a document marked as General Counsel's Exhibit 3 and ask you if you recognize it? A. Yes, sir.

Q. Does your signature appear on it? A. Yes.

Q. Exactly where? A. The 4th from the bottom.

Q. Left or right hand side?

108 A. Left hand column.

Q. Left hand column? A. Yes.

Q. Where were you when you signed that? A. In the locker room at Dixie Color.

Q. All right, sir, the next document I want to show you is General Counsel's Exhibit 6 and ask you if you recognize that? A. Yes, sir.

Q. Where did you sign that? Does your signature appear on that? A. Yes, sir, the first name in the left hand column.

Q. Where were you when you signed that? A. At a union meeting in Childersburg.

Q. Are you on strike at the present time? A. Yes.

Q. Did you go out on strike when the employees went out? A. I was already out.

Q. You were not working the day the strike began? A. No, sir.

Q. Did you work any more after that? A. No, sir.

Q. Have you been on strike since? A. Yes, sir.

109 Q. When the cut back was announced how much time did you lose? A. Approximately three weeks.

Q. Were you laid off entirely? A. Yes, sir.

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CROSS EXAMINATION

BY MR. PROWELL:

Q. Mr. Wilemon, did you say your supervisor is Superintendent Horton? A. Yes, sir.

MR. McHUGH: I object, Mr. Examiner. He didn't sate superintendent.

BY MR. PROWELL:

Q. Is that who you work for? A. Yes, sir.

Q. And do you understand him to be the superintendent of the plant? A. I understand him to be the foreman.

Q. You understand him to be the foreman? A. Yes, sir.

Q. You are the most junior man on the press, is that right? A. Yes, sir.

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110 JERRY LAWLER

was called as a witness by and on behalf of the National Labor Relations Board and the General Counsel, having been first duly sworn, was examined and testified as follows:

TRIAL EXAMINER: State your name.

THE WITNESS: Jerry Lawler, 27 Seminole Street.

BY MR. McHUGH:

Q. By whom are you employed? A. Dixie Color Printing Corporation.

Q. When were you hired? A. May of 1963.

Q. What is your job? A. Press man.

Q. Who is your supervisor? A. Leck Horton.

Q. What is your job in the press room? A. Delivery man.

Q. What is your rate of pay? A. $3.80 per hour, day shift.

Q. I show you General Counsel's Exhibit 3 and ask you if you
111 recognize it? A. Yes, sir, I do.

Q. What is it? A. It is the first petition that I signed.

Q. Where is your signature appear on there? A. The right hand column the second name from the right, I mean from the top in the right hand column.

Q. Where were you when you signed it? A. In front of the Dairy Queen in Sylacauga.

Q. I show you General Counsel's Exhibit 6 and ask you if you recognize that? A. Yes, sir, I do.

Q. Does your signature appear on it? A. Yes, sir, it appears in the left hand column about the 6th name up from the bottom.

Q. Is it about or exactly the 6th name up from the bottom? A. Exactly.

Q. Where were you when you signed this? A. At a union meeting in Childersburg.

Q. Are you on strike at the present time? A. Yes.

Q. Did you go on strike when it began? A. Not right away. My mother was buried on the day the strike began. I joined it the following Monday.

112 Q. Did you lose any time when the cut back was announced? A. Yes, sir.

Q. How much? A. Approximately two days, consisting of one day per week for two weeks.

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114 WILLIAM FLOYD OSBORN

was called as a witness by and on behalf of the National Labor Relations Board and the General Counsel, having been first duly sworn, was examined and testified as follows:

TRIAL EXAMINER: Give your name and address, please.

THE WITNESS: Floyd Osborn. I live at 220 West Stone, Sylacauga.

115 DIRECT EXAMINATION

BY MR. McHUGH:

Q. By whom are you employed, Mr. Osborn? A. Dixie Color Printing.

Q. When were you hired? A. March, 1963.

Q. What job do you work? A. Rollman.

Q. On the press? A. On the press, yes, sir.

Q. Who is your supervisor? A. Leck Horton.

Q. What is your rate of pay? A. $3.87 on evenings.

Q. Are you on strike at the present time? A. Yes.

Q. Did you go out on strike when it began? A. I did.

Q. Have you been out ever since that time? A. Yes, sir.

Q. I show you General Counsel's Exhibit 3 and ask you if you recognize it? A. Yes, sir.

Q. Does your signature appear on it?

116 A. Yes, sir, it does.

Q. Exactly where? A. The second name from the bottom on the right hand side.

Q. Where were you when you signed it? A. At the Dairy Queen.

Q. I show you General Counsel's Exhibit 6 and ask you if you recognize it? A. I do.

Q. Does your signature appear on it? A. Yes, sir, it does.

Q. Exactly where? A. The last name on the left hand column.

Q. Where were you when you signed that? A. The union meeting in Childersburg.

Q. Did you lose any time as a result of the cut back? A. Yes, sir, I did.

Q. How much time? A. The best I can remember, either one or two days.

Q. All right, sir. No more questions.

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117 HAROLD GENE OGLE

was called as a witness by and on behalf of the National Labor Relations Board and the General Counsel, having been first duly sworn, was examined and testified as follows:

TRIAL EXAMINER: Give us your name and address.

THE WITNESS: My name is Harold Gene Ogle, I live at Star Route, Wegufka, Alabama.

DIRECT EXAMINATION

BY MR. McHUGH:

Q. By whom are you employed, sir? A. Dixie Color Printing Corporation.

Q. Lift your voice up, please, sir. A. Yes, sir.

Q. When were you hired? A. I was hired in August of 1963.

Q. What job do you perform? A. I work on the press.

Q. Are you on strike at the present time? A. Yes, sir, I am.

Q. Did you go out when it began? A. Yes.

118 Q. Have you been on strike since that time? A. Yes, sir, I have.

Q. Who is your supervisor? A. Leck Horton.

Q. What job do you perform on the press? A. I am a delivery man.

Q. What is your rate of pay? A. $3.80 day shift.

Q. I show you General Counsel's Exhibit 3 and ask you if you recognize it? A. Yes, sir, I do.

Q. Does your signature appear on there? A. Yes, sir, it does.

Q. Exactly where? A. The 6th line from the top on the left hand column.

Q. I show you General Counsel's Exhibit 6 and ask you if you recognize that? A. Yes, sir, I do.

Q. Does your signature appear on it? A. Yes, sir, it is four names from the top on the right hand column.

Q. Did you lose any time when the reduced schedule was put into effect? A. Yes, sir, I did.

119 Q. How much? A. I was reduced to three days the first week and reduced to two days the second week and I was scheduled to work one day the third week.

Q. Was that the week that you came out on strike? A. Yes, sir, it was.

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JAMES B. REESE

was called as a witness by and on behalf of the National Labor Relations Board and the General Counsel, having been first duly sworn, was examined and testified as follows:

TRIAL EXAMINER: Give your name and address, please.

THE WITNESS: James B. Reese, Jr.,3B South Cannon Avenue, Sylacauga.

120

DIRECT EXAMINATION

BY MR. McHUGH:

Q. By whom are you employed, Mr. Reese? A. Dixie Color Printing Corporation.

Q. What is your job with the company? A. Oiler.

Q. On the press? A. On the press.

Q. Do you work --

TRIAL EXAMINER: The what?

THE WITNESS: Press man as the oiler.

BY MR. McHUGH:

Q. You work in the press department? A. Yes.

Q. And you perform the job as oiler? A. Yes.

Q. Who is your supervisor? A. Leck Horton.

Q. What is your rate of pay? A. $3.85 per hour.

Q. Are you on strike at the present time? A. Yes.

Q. Did you go out on strike when the employees struck on December 16th? A. Yes.

Q. Have you been out since that time? A. Yes, sir.

121 Q. I show you General Counsel's Exhibit 3 and ask you if you recognize it? A. Yes, sir, I do.

Q. Does your signature appear on that? A. Yes.

Q. Exactly where? A. The third one down on the right hand column.

Q. I show you General Counsel's Exhibit 6 and ask you if you recognize it? A. Yes, sir, I do.

Q. Does your signature appear on there? A. Yes, sir, it does.

Q. Exactly where? A. The 7th one down in the first column.

Q. Left hand column? A. Yes, sir.

Q. All right, sir, did you lose any time when the company reduced the work schedule? A. Yes, sir.

Q. How much? A. A day or so. A day or two.

Q. One day a week? A. One for one week and I believe one for another week.

122 MR. McHUGH: No more questions.

MR. PROWELL: I object to what he believes. May we see a copy of the statement?

MR. McHUGH: Let the record reflect that I am submitting a copy of the statement.

MR. PROWELL: We have a ruling on the objection. He said he lost one day.

TRIAL EXAMINER: Give your best recollection.

THE WITNESS: I can't remember whether I lost two or just one.

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CROSS EXAMINATION

BY MR. PROWELL:

Q. Mr. Reese, at the time you signed that document, which is

General Counsel's Exhibit 3, you were in the plant, were you not? A. Yes, sir.

Q. And Mr. Guy Hickey stopped the press and came over there and asked you to sign it, didn't he? A. Mr. Guy Hickey?

123 Q. Yes, sir, George Hickey, I beg your pardon.

MR. McHUGH: I object to the testimony as being beyond the scope of the direct examination and beyond the previous order which the Trial Examiner already made.

MR. PROWELL: He testified that he signed the document.

TRIAL EXAMINER: I will permit it. Overruled.

BY MR. PROWELL:

Q. Isn't that true? A. Did I sign it?

Q. No, sir, I said Mr. Hickey stopped the press from running and came over there to you and asked you to sign the petition? A. No, sir.

Q. He didn't do that? A. No, sir, he didn't stop the press. He was not the one that give it to me.

* * * * *

126 BY MR. PROWELL:

Q. I said what happened was that Mr. Hickey came over there and got you and stopped you off your job and asked you if you wanted to sign this petition while you were working, right? A. No, sir, he didn't ask me to sign that petition.

Q. Well, he asked you to join up with them, didn't he? A. Well, you asked a while ago about --

Q. I am asking now, did he ask you to join up, not what I asked a
127 while ago? A. He didn't ask me would I join up.

Q. You actually then went to Mr. Hickey's house later and signed? A. Yes, sir.

Q. Was that Mr. George Hickey? A. Yes, sir.

MR. PROWELL: I have nothing further.

MR. McHUGH: Thank you, sir, no more questions.

TRIAL EXAMINER: You are excused.

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JOHNNIE SANFORD

was called as a witness by and on behalf of the National Labor Relations Board and the General Counsel, having been first duly sworn, was examined and testified as follows:

TRIAL EXAMINER: Give us your name and address, please.

THE WITNESS: Johnnie Sanford, I live at 1108 North Main, Sylacauga.

TRIAL EXAMINER: What is your last name?

THE WITNESS: Sanford, S-A-N-F-O-R-D.

128 TRIAL EXAMINER: And your name is Johnnie?

THE WITNESS: Johnnie L.

TRIAL EXAMINER: Thank you.

DIRECT EXAMINATION

BY MR. McHUGH:

Q. By whom are you employed, Mr. Sanford? A. Dixie Color Printing.

Q. When were you hired? A. December 5, 1960.

Q. What department do you work in? A. I work in the sterotype department.

Q. Who was your supervisor? A. Gene Leslie.

Q. What is your rate of pay? A. $3.50 an hour.

Q. I show you General Counsel's Exhibit 6 and ask you if you recognize this? A. Yes, sir.

Q. Does your signature appear on it? A. At the top in the right column.

Q. The first line? A. The very top, the first line.

Q. Where were you when you signed it? A. In Childersburg in a union meeting.

Q. Did you lose any time when the cut back was announced? A.
129 No, sir.

MR. McHUGH: No further questions.

TRIAL EXAMINER: Are you on strike?

BY MR. McHUGH:

Q. Are you on strike at the present time? A. Yes.

Q. Have you been on it since the employees went out on strike? A. Yes, sir.

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GARY SMITH

was called as a witness by and on behalf of the National Labor Relations Board and the General Counsel, having been first duly sworn, was examined and testified as follows:

130 TRIAL EXAMINER: Would you give us your name and address, please?

THE WITNESS: Gary D. Smith, Route 1, Box 55, D, Sylacauga, Alabama.

BY MR. McHUGH:

Q. By whom are you employed, Mr. Smith? A. Dixie Color Printing Corporation.

Q. When were you hired? A. September 28th, 1963.

Q. Are you on strike at the present time? A. Yes, sir.

Q. Did you go on strike when the employees went out on December 16th? A. I was already out and I joined the picket line on that day.

Q. Have you been on strike since that time? A. Yes, sir.

Q. What is your job with the company before you went on strike? A. Delivery man.

Q. Is that in the press department? A. Yes, sir.

Q. Who was your supervisor? A. Leck Horton.

131 Q. What was your rate of pay? A. $3.80 on the day shift.

Q. I show you General Counsel's Exhibit 3 and ask you if you recognize it? A. Yes.

Q. Does your signature appear on it? A. Yes.

Q. Exactly where? A. The third from the right on the bottom.

Q. I show you General Counsel's Exhibit 6 and ask you if you recognize it? A. Yes, sir.

Q. Does your signature appear on there? A. Yes.

Q. Exactly where? A. Fifth on the left from the bottom.

Q. When the cut back was announced did you lose any time? A. From then on, sir.

Q. Were you laid off? A. Yes, sir. I received no vacation pay.

Q. Did you have any conversation with Leck Horton concerning the lay off? A. Yes, sir, but I had to call him myself, sir.

Q. Tell us about that call.

132 A. On November 29th at 6:30 on a Sunday night, I called Leck Horton at his home and asked him when I was supposed to come to work. He said as far as he knew I could never come back to work. He guessed I was eligible to draw my unemployment. I asked him in that case I might as well as take my vaction since I never had one since I worked at Dixie Color and he said he guessed so. He said he would get in contact if he ever needed me and until this day I have never heard from him.

Q. Have you also worked in other departments since your employment with the company? A. I worked as maintenance under Wilbur Holmes.

Q. When did this occur? A. This was at the time they was putting in the new press.

Q. How long did you work for Wilbur Holmes? A. It was off and on. Maybe two days each week for a period of about two months.

Q. How would you know when you were supposed to work for Wilbur Holmes? A. According to the schedule on the board listing me as maintenance.

Q. Who made that statement out or do you know? A. Leck Horton.

133 MR. McHUGH: I have no more questions.

MR. PROWELL: May we see the statement?

MR. McHUGH: Let the record reflect that I am submitting a copy of the statement to Respondent's Counsel.

CROSS EXAMINATION

BY MR. PROWELL:

Q. Mr. Smith, what kind of experience had you had before you came to work for the company? A. I was an insurance underwriter for Southeastern United Life and National Life, sir.

Q. Had you ever had any previous experience in maintenance work? A. No, sir.

Q. For a manufacturing company? A. No.

Q. Had you ever had any previous electrical experience? A. No, sir.

Q. You were among the youngest men in length of service on the press at the time of the lay off, weren't you? A. On the press, sir?

Q. Yes, sir. A. Yes, sir.

Q. And when you called Mr. Horton on Sunday, November 29th,

134 you say, is it true that he told you that he guessed that you were n not coming back to work any more? A. He guessed I was laid off, sir.

Q. He guessed you were laid off? A. Yes.

Q. And he told you that the matter of the schedule of who would work was in Mr. Clinton's hand? A. Yes, sir, according to my statement there.

Q. I am not asking you according to the statement. I am asking you if that is what happened? A. That is what happened.

Q. And he told you that you would have to get that information from Mr. Clinton, that it was in his hands, right? A. Yes, sir.

Q. Did you call Mr. Clinton? A. No, sir.

Q. I believe on this schedule that was posted at work you were placed, your name appeared on the extra list, is that right, or you did not get any work as a result of being on the extra group? A. They carried it for a while, I understand.

Q. You understand? A. But then they dropped it.

Q. Then they dropped it? A. Yes.

135 Q. You don't know how long this continued? A. No, sir, I have not been back in the plant.

Q. All right, sir, but at least up until the time you went on strike you were carried on the extra list, right? A. Yes, sir.

MR. PROWELL: That is all I have.

TRIAL EXAMINER: You are excused.

* * * * *

136 DURA WILLIAMS

was called as a witness by and on behalf of the National Labor Relations Board and the General Counsel, having been first duly sworn, was examined and testified as follows:

TRIAL EXAMINER: Give us your name and address, please.

THE WITNESS: Dura Williams, 311 South, Wetumpka.

TRIAL EXAMINER: D-U-R-A?

THE WITNESS: Yes, sir.

DIRECT EXAMINATION

BY MR. McHUGH:

Q. By whom are you employed, Mr. Williams? A. Dixie Color Printing.

Q. When were you hired, sir? A. July of 1963.

Q. Are you on strike at the present time? A. Yes, sir.

Q. Did you go out on strike when the employees went out on December 16th? A. The following day.

137 Q. Before you went on strike what job did you perform? A. I was on the press.

Q. Who was your supervisor? A. Leck Horton.

Q. What was your rate of pay? A. $3.80 on the day shift.

Q. What job did you perform on the press? A. Fly boy.

Q. I show you General Counsel's Exhibit 3 and ask you if you recognize it? A. Yes, sir.

Q. Does your signature appear on it? A. Yes, sir.

Q. Exactly where? A. The last name in the right hand column.

Q. Do you recall where you were when you signed it? A. Yes.

Q. Where were you? A. At the Dairy Queen here in Sylacauga.

Q. I show you General Counsel's Exhibit 6 and ask you if you recognize it? A. Yes, sir.

Q. Does your signature appear on it? A. Yes.

138 Q. Exactly where? A. The second name in the left hand column from the top.

Q. Did you lose any time when the cut back was announced? A. Yes, sir.

Q. How much, please? A. Well, the first week I was scheduled to work four days. The second week I was scheduled to work three days and the third week I was scheduled to work two days but only worked one because we came out on strike. If I remember correctly.

* * * * *

CROSS EXAMINATION

BY MR. PROWELL:

Q. Could it be, Mr. Williams, that you lost three days the first week of the reduction and one day the second? Could that be possible? A. It probably is possible but not very likely, sir.

Q. You could have a bad memory with respect to that? A. I think I have a fairly normal memory.

Q. And you then are positive that you lost how many days the first week? A. I said I approximately lost one day the first week and

139 I was scheduled to work, let's see, I was scheduled to work four days the first week.

Q. So you lost one day? A. And scheduled to work three days the second week and scheduled to work two days the third week.

Q. Well, the third day you didn't work but one day? A. Yes.

Q. So you went on strike? A. Yes.

Q. We are not concerned with that. We are concerned with the time you lost. You say you lost one day the first week and two days the second week, is that what you are saying? A. I believe that is correct, yes, sir.

MR. PROWELL: I have nothing further.

* * * * *

DONALD KIRK

was called as a witness by and on behalf of the National Labor Relations Board and the General Counsel, having been first duly sworn, was

140 examined and testified as follows:

TRIAL EXAMINER: Give us your name and address, please.

THE WITNESS: Donald Kirk, Route 4, Box 957A, Sylacauga, Alabama.

DIRECT EXAMINATION

BY MR. McHUGH:

Q. By whom are you employed, Mr. Kirk? A. Dixie Color Printing Corporation.

Q. When were you hired? A. July, 1964.

Q. Are you on strike at the present time? A. Yes, sir, I am.

Q. Did you go out when the employees struck on December 16th? A. Yes, sir.

Q. Have you been on strike since that time? A. Yes, sir.

Q. I show you a document marked General Counsel's Exhibit 6 and ask you if you recognize that, sir? A. Yes, sir, I do.

Q. Does your signature appear on it, Mr. Kirk? A. Yes, sir, it does.

Q. Exactly where? A. The third name in the right hand column.

141 Q. Do you remember where you were when you signed it? A. Yes, sir.

Q. Where were you, sir? A. In the union meeting at Childersburg, Alabama.

Q. When the cut back was announced did you lose any time thereafter? A. Yes, sir.

Q. Can you recall how much time you lost? A. To the best of my memory, it was four days, sir.

Q. What department do you work in, Mr. Kirk? A. Sterotype.

Q. Who is your supervisor in the sterotype department? A. Mr. Gene Leslie.

Q. How were you informed of the cut back? Who told you about the cut back? A. Mr. Leslie.

Q. What did he say to you at the time? A. It was approximately 3:00 p.m., I believe, Monday afternoon of the week --

Q. Do you recall the day -- go ahead, sir? A. Either around the 6th or the 7th.

Q. Of what month? A. Of December, 1964.

142 Q. All right, sir. A. He approached me and told me that I was being laid off indefinitely, that if and when they could use me they would call me the night before.

Q. Do you recall any other statement that he made at that time? A. Yes, sir, I do.

Q. Will you state it, please? A. He said that he hated to do it and he realized it was a bad time of the year, but he said he had to take his orders from Mr. Clinton.

TRIAL EXAMINER: Who is this who told you this?

THE WITNESS: My foreman, Gene Leslie.

TRIAL EXAMINER: About when was that?

THE WITNESS: It was on Monday afternoon around the 6th or 7th of December.

BY MR. McHUGH:

Q. Do you recall anything else that he said at that time, sir? A. Yes, sir, he said that if it were left up to him he would work us all six days a week.

* * * * *

143 CROSS EXAMINATION

BY MR. PROWELL:

Q. Mr. Kirk, you worked right on up to the strike, did you not? A. Sir, as I just stated, I worked one day of the week before the strike occurred. I worked Monday and Tuesday of the week the strike occurred.

Q. What day did the strike start on? A. On Wednesday morning.

Q. You worked Monday and Tuesday and then didn't report to work on Wednesday, is that correct? A. Yes, sir.

Q. You were asked if you signed the second petition that the union circulated, is that correct? A. I believe that is correct, sir.

Q. General Counsel's Exhibit 6? A. Yes, sir.

Q. You were not, you didn't sign General Counsel's Exhibit 3, did you? A. If that is the first petition --

MR. ADAIR: I object. He is going beyond the scope of direct.

MR. PROWELL: I submit, Mr. Examiner, in view of the testimony with respect to this gentlemen we have a right to show whether or not he participated in the union affairs at the time the incident he has alleged.

144 They are trying to leave the impression that this is true and it isn't.

TRIAL EXAMINER: I will permit it. Overruled. You signed the second petition but not the first, is that correct?

THE WITNESS: Yes, sir.

TRIAL EXAMINER: Do you want to see them both or do you know that is a fact?

THE WITNESS: I know it is a fact, sir.

TRIAL EXAMINER: All right.

BY MR. PROWELL:

Q. And, as a matter of fact, you had talked with Mr. Leslie, your supervisor, before you signed General Counsel's Exhibit 6, isn't that true? A. No, sir.

Q. Did you have a conversation the very same day? A. No, sir.

Q. Well, when did you sign General Counsel's Exhibit 6? A. Approximately December 4th, 1964.

Q. And that is the same day you talked to Mr. Leslie, wasn't it? A. No.

Q. When did you talk to him, the next day? A. No, sir, it was approximately the 6th or 7th of December, 1964.

145 Q. Did you sign that on the 4th, you say? A. Approximately, yes, sir.

Q. You were the youngest man in your department from the point of service, were you not? A. Yes, sir.

Q. So actually this layoff, indefinite layoff that you are talking about, you only lost the three days work? A. Sir, I believe I said I lost four days of work.

Q. Four days work? A. Yes.

Q. So then you were called back after you had this conversation with Mr. Leslie, you were called back and you worked up until the time of the strike, isn't that right? A. I would like the question repeated, please.

MR. PROWELL: Please read it back, would you?

Whereupon,

The Court Reporter read back the last question as requested.

THE WITNESS: I was verbally informed by Mr. Leslie at the funeral home where his father lay in state that I would come in and work until he reported back to work and he didn't know exactly how long he would be out, three or four days.

146 BY MR. PROWELL:

Q. Well, you say you had talked to Mr. Leslie about the 4th of December, somewhere along in there? A. No, sir, I did not.

Q. What day was it that you talked to him? 6th or 7th? A. 6th or 7th.

Q. 6th or 7th? A. Yes, sir.

Q. Now, during the week of December 6th, you worked 40 hours, didn't you? A. Yes, sir.

Q. That is the week in which you signed the petition? A. Did you say the week of the 6th?

Q. Yes, sir. A. Could you be more specific?

Q. The week of December 6th?

TRIAL EXAMINER: Do you want to see a calendar?

THE WITNESS: Yes, sir. Now, could I have the question again, please?

BY MR. PROWELL:

Q. You worked 40 hours that week, didn't you? A. No, sir, I didn't.

Q. I mean the week ending the 6th?

MR. ADAIR: I object. I think he should clarify his question. He
147 is changing the question.

MR. McHUGH: We submit the Respondent has a report. We are not making an issue as to when they did not work. We can conclude this much faster if the Respondent would produce the record. The time they lost. This tests no credibility of this employee.

MR. PROWELL: I disagree.

TRIAL EXAMINER: I rather tend to agree with Mr. McHugh, but I will permit the Respondent to do it the way he wants to.

BY MR. PROWELL:

Q. Are you saying now that you didn't work a full week the week ending December 6th? A. The week ending December 6th to the best of my knowledge I did work a full week.

Q. You did? A. Yes.

Q. Now, during the week ending December 13th, that was after you had talked with Mr. Leslie, right? A. After I was informed I was laid off, yes, sir.

Q. You were informed by Mr. Leslie you were laid off on December 6th, the end of the week, isn't that true? A. No, sir, it would have been on December 7th.

Q. The 7th? A. Yes, sir.

148 Q. All right, then on the week of December 13th, you worked one day, right? A. The week ending December 13th?

Q. Yes, sir? A. Yes, sir, I believe that is correct.

Q. And then the week ending December 20th, you worked two days, Monday and Tuesday, right? A. That is correct, sir.

Q. So then you did come back to work and you worked three days after you talked to Mr. Leslie, right? A. No, sir.

Q. How many did you work? A. I worked two days.

Q. Two days? A. Yes, sir.

Q. All right. Then you went out on strike? A. Yes, sir.

MR. PROWELL: I have nothing further.

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RONNIE JACKSON

was called as a witness by and on behalf of the National Labor Relations Board and the General Counsel, having been first duly sworn, was examined and testified as follows:

TRIAL EXAMINER: Give us your name and address, please?

THE WITNESS: Ronnie Edward Jackson, 403 East 4th Street, Sylacauga, Alabama.

DIRECT EXAMINATION

Q. (By Mr. McHugh:) By whom are you employed Mr. Jackson? A. Dixie Color Printing Corporation.

Q. When were you hired by the company? A. Approximately April of 1963.

Q. Are you on strike at the present time? A. I am.

Q. Did you go on strike when the employees struck on December 16th? A. I did.

Q. Have you been on strike since that time, sir? A. I have.

Q. Before you went on strike, what position did you hold with the company? A. I was a press man.

150 Q. What job did you perform as a press man? A. I stacked papers.

Q. What was your rate of pay? A. I believe it was $3.80 an hour.

Q. Who is the press room supervisor? A. Leck Horton.

Q. I show you General Counsel's Exhibit 3 and ask you if you recognize it? A. I do.

Q. Does your signature appear on it? A. It does.

Q. Exactly where? A. The 5th down on the left hand column.

Q. I show you General Counsel's Exhibit 6 and ask you if you recognize that? A. Yes, sir, I do.

Q. Does your signature appear on it? A. Yes, sir.

Q. Exactly where? A. The third down in the left hand column.

Q. Did you lose any time as a result of the cut back? A. I did.

Q. How much? To the best of your recollection? A. I lost three days the first week and one day the second week.

151 Q. Had you ever been laid off before this time, sir? A. No, I have not.

Q. Have you ever been reduced, had your hours of employment ever been reduced before this occasion? A. No.

MR. McHUGH: No more questions.

* * * * *

152 HUGH HICKEY

recalled, testified further as follows:

Q. (By Mr. McHugh:) Mr. Examiner, just to be sure, I think I verified both of this employees signatures on both petitions but my recollection is not that good. I will ask the witness if he recognizes General Counsel's Exhibit 3? A. Yes, sir.

Q. Does your signature appear on there, Mr. Hickey? A. Yes, sir.

Q. Does your signature appear on there, Mr. Hickey? A. Yes, sir.

Q. Exactly where? A. The third from the bottom on the left hand side.

Q. All right, sir, I show you General Counsel's Exhibit 6 and ask you if you recognize that? A. Yes.

Q. And I ask you if your signature appears on there? A. Yes, sir.

Q. Now, I believe you testified earlier that you worked in the shipping department? A. Yes, sir.

Q. Have you also worked in other departments of the company?
153 A. Yes, sir.

Q. What other departments have you been employed in? A. Well, the library, sterotype.

Q. How long did you work in the library, sterotype room? A. Well over a year.

Q. Who was your supervisor when you worked in there? A. Frank Foster.

Q. Did you have any conversation with Wilbur Holmes concerning the union? A. Yes, sir.

Q. Do you recall where it took place? A. Yes, sir, it took place in the locker room of Dixie Color Printing.

Q. Do you recall approximately when the conversation took place? A. It was either a day or two before the first petition went in or a day or two after the first petition went in.

Q. Do you recall what he said to you? A. Yes, sir.

Q. Will you state it here, please? A. Well, as I was entering the locker room, he asked me was I a member of the organization and I asked him what organization. Then, he stated the union. And I said
154 I was.

Then he made the statement that the plant could close down before it would ever go union.

Q. Did you say anything to that? A. I told him that was a matter we would just have to see about.

Q. Did he make any reply to that statement? A. Not as I can recall.

Q. I don't know whether you testified before or not, sir, but are you on strike at the present time? A. Yes, sir.

Q. Did you join the strike when it began? A. Yes.

Q. Have you been on strike since that time? A. Yes, sir.

Q. Did you have a conversation with Wilbur Holmes concerning a shipment of wire? A. Yes, sir, I did.

Q. Now, what was this shipment of wire? A. Well, it was a shipment of wire that he was bringing back to the shipping department. He said it was going to be shipped out because the new press was not going up, that they were shipping it out because of the union.

155 Q. Had you seen this wire before? A. I had seen it in the plant.

Q. What was the wire to be used for? A. It was to be used for the new press, the wiring in the new press.

* * * * *

TRIAL EXAMINER: Do you know — was the wire actually shipped out?

THE WITNESS: Yes, sir, it was. I loaded it.

TRIAL EXAMINER: You loaded it?

THE WITNESS: I loaded it on the truck. It did return, though.

TRIAL EXAMINER: It did return?

THE WITNESS: Within a matter of weeks, two weeks or so it did return. I couldn't say whether it was the same wire or not. It returned.

MR. PROWELL: Then I object to the witness describing that the wire returned, Mr. Examiner, if he couldn't say it was the same wire, clearly, you can't use the term "return."

TRIAL EXAMINER: Well, the record is self-explanatory. It may remain.

* * * * *

156 CROSS EXAMINATION

Q. (By Mr. Prowell:) This conversation that you had with Mr. Holmes concerning the wire took place in the latter part of September, did it? A. September?

Q. Un huh. A. I would say it was later than that. Somewhere.

Q. A week or two later? A. No, I wouldn't say exactly a week or two. It would have been — it was after the company had found out that we were trying to get a union.

Q. How do you know that? How do you know when the company found out that you were going union? A. I think Mr. Horton stressed that pretty well.

Q. You are talking about your conversation with Mr. Holmes. We are not talking about Mr. Horton? A. Would you repeat the question?

Q. Did this conversation that you had with Mr. Holmes concerning the wire take place in the later part of September? A. It was around the time that the petition was presented to the company.

* * * * *

157 Q. Where were you when you had this conversation with him with respect to the shipping of the wire? A. I was in the shipping department.

Q. How much wire was shipped out? A. One roll.

Q. You know, as a matter of fact, the wire had been damaged and was not usable, don't you? A. I didn't know that.

Q. Didn't Mr. Clinton check with you to see whether you were the one who was responsible for damaging that wire? A. He did not.

Q. Mr. Clinton did not interrogate you or interview you concerning whether that wire was damaged when it was unloaded from the truck?

158 A. No, sir.

Q. You said Mr.Foster was your boss? A. That is correct.

Q. He is in charge of the plate room, isn't he? A. He calls it the library but it is all in one room, the library and sterotype department. I have worked some in both.

* * * * *

Q. (By Mr. Prowell:) My point is that when you testified on direct examination, I understood you to say that the place that the library was is also called the sterotype or library-sterotype, indicating that that was one department. You didn't mean that, did you? A. I would consider it close to one department because there is no walls separating it.

Q. I see, but they have two separate supervisors, haven't they?

159 A. I guess you could say they are separate.

Q. Well, isn't Mr. Foster and Mr. Leslie different people, aren't they? A. I suppose.

Q. Well, aren't they both foremen? A. Well, I wouldn't — I would say they was. I couldn't swear to it.

* * * * *

161

OSCAR CLIFTON

was called as a witness by, and on behalf of, General Counsel, having been duly sworn, was examined and testified as follows:

TRIAL EXAMINER: Give us your name?

THE WITNESS: Oscar B. Clifton, Route 3, Box 545, Sylacauga, Alabama.

DIRECT EXAMINATION

Q. (By Mr. McHugh:) Keep your voice up, Mr. Clifton, please, sir? A. Yes, sir.

Q. By whom are you employed? A. Employed by Dixie Color Printing.

Q. When were you hired? A. In October, 1963.

Q. Are you on strike at the present time? A. Yes, sir, I am.

Q. Did you join the strike when it began? A. Yes, sir, I did.

Q. Have you been on strike since that time? A. Yes.

Q. At the time of the strike what job did you work on? A. I
162 worked in the Shipping Department at the time of the strike.

Q. Who was your supervisor while you worked in the Shipping Department? A. Leck Horton.

Q. What was your rate of pay? A. $3.22.

Q. I show you General Counsel's Exhibit 5 and ask you if you recognize it? A. Yes, sir, I do.

Q. Does your signature appear on there? A. It does.

Q. Exactly where? A. In the bottom line of the left hand column.

Q. I show you General Counsel's Exhibit 6 and ask you if you recognize that? A. Yes, sir, I do.

Q. Does your signature appear on it? A. Yes, sir, it does.

Q. Exactly where? A. The second from the bottom on the right-hand column.

Q. Did you have any conversation with Wilbur Holmes concerning the union? A. Yes, sir, I did.

163 Q. Did you have more than one conversation? A. Yes, sir.

Q. Let's take the first one. Approximately when was it? A. The 21st of November.

Q. Where were you when you talked with him? A. In the Shipping Department.

Q. Tell us what was said? A. He called me over while he was replacing a tying machine and he told me, he said, "I hear you boys are fixing to put us out in the cold." I asked if that was right. He said, "Yes", the old man will close this plant down." I asked him if he really thought so. He said, "Sure, he will. I will bet you by next week we will be on 2 or 3 days a week."

Q. Do you recall anything that you said at that time? A. I did not.

Q. You did not say anything? A. No.

Q. Do you recall anything else that he said at that time? A. Not at that time, no, sir.

Q. Did you, later, have another conversation with Wilbur Holmes?

164 A. Yes, sir, I did.

Q. Where was that? A. It was in the Press Room.

Q. Approximately what day was this? A. It was sometime the first week in December.

Q. Tell us what was said at that time? A. He asked me if I was still in the Union. I told him I was. He said, "How much are the Union dues?" I told him, and I told him when our strike funds were down it was about 4% of our pay.

Q. What else did he say? A. He said, "Are you carrying a Union card?"

I said, "No."

He said, "You are not in the Union."

I said, "I will not get a working card until I pay my Union dues and they will not come due until the last of this month."

He said, "What are you going to do if this Union business falls through?"

I said, "We will all just have to hit the streets, then."

He said, "Not necessarily if Mr. Clinton had anything against you. All you have to do, whether you go Union or not is just catch you making one mistake and then catching you making another one and fire you."

165 Q. And he would fire you? A. Yes, sir.

Q. Was there anything else to that conversation the best that you can recall? A. Not that I can recall.

Q. Did you have a conversation with Leck Horton? A. Yes, sir, I did.

Q. About the Union? A. Yes.

Q. Approximately when was that? A. Probably, approximately the second week in December.

Q. Was this after the first two by Holmes? A. Yes, sir.

Q. Where were you when you talked with Leck Horton? A. I was in the Blanket Room. Or Leck's office.

Q. What did he say to you? A. He came back in the Shipping Department and got me and said he wanted me to come up to the office and talk to him.

Q. He came back and got you? A. Yes, sir.

Q. All right? A. He gave me a little card with some writing on it

166 about the only way you can hold a job or job security by being a good worker and making a profit for the Company and getting along with the supervisors and things of that nature.

Q. Is that what you recall was on the statement? A. Yes, sir.

Q. All right, sir, do you recall anything that Leck said to you? A. Yes, sir, he began telling me about when he worked at Hayes Aircraft, one day he was working in the Machine Shop. He picked up a little piece of paper to take to another department and some of them got after him about that. They said it was another person's job and they would get a grievance against him if they caught him doing another person's job.

Q. What else, if anything, do you remember was said at that time? A. He said when it come time for him to be laid off from seniority his boss had him transferred to another department.

Q. Is he speaking of somewhere else? A. At Hayes Aircraft, yes, sir, to keep him from being laid off.

Then he said he left there and went to Rudsill in Anniston and that they were trying to bargain for a 50¢ on the hour raise and benefits and 167 wages and he said that they had to come out on strike and when they went back in they only worked about 2 months and the Company had to close down.

Q. Did he say why the company closed down? A. He said —

MR. PROWELL: I object to this. This is suggesting to him there was something else said.

Q. (By Mr. McHugh:) What else, if anything, did he say about the Rudsill Company? A. He said the company was out in Texas and they could make the product cheaper than this company could.

Q. He said the company was out in Texas, is that your testimony? A. Yes, sir.

Q. Do you recall anything that you said to him at that time, sir? A. Well, sir, I had asked him why that I had been cut back on the schedule when the temporary school boy we had was on a permanent status and 5 days and I was only getting 2 a week.

Q. What did he say to that? A. He said he didn't know but since this mess had come up Mr. Clinton had been making out the schedule.

168 Q. He said, "this mess?" A. Yes, sir.

Q. Who is the boy that you are referring to at the time? A. Ronnie Pulham.

Q. Did you state to Leck Horton that man's name? A. Yes.

Q. Did he say anything else about the cut-back at that time, to your recollection? A. Not about the cut-back, no, sir.

Q. All right, sir, how much time did you lose on the cut-back? A. I lost from 3 to 4 days for 3 weeks.

Q. 3 to 4 days each? A. Yes, sir.

Q. Or total? A. No, 2 days the first week, I believe, and one the second and 2 the third.

Q. Have you worked in other departments since you have been employed by the Company? A. Yes, sir, I have.

Q. What other departments have you worked in? A. I worked in the Press Room and, also, on maintenance.

Q. When you worked with maintenance, who did you work for?

169 A. I worked for Wilbur Holmes and also for Leck Horton.

Q. How long did you work in maintenance? A. Well, approximately 2 1/2 months off and on, maybe some days I would be on the press and some days I would be in maintenance.

Q. When you worked in maintenance, who directed you in your work?

MR. PROWELL: I object to the use of the term direction. He can describe what happened and what was done.

MR. McHUGH: Isn't that the best way to do it?

TRIAL EXAMINER: I will permit this, overruled.

THE WITNESS: When I was working on electrical work Wilbur Holmes or Shaphan Grant, one, directed me.

Q. (By Mr. McHugh:) How long did you work in maintenance, now, sir? A. About 2 1/2 months.

Q. Did you have any conversation with Wilbur Holmes concerning the discharge of an employee? A. Yes, sir, I did.

Q. When was that? A. It was approximately in August.

Q. 1964? A. Yes, sir.

170 Q. Tell us what you remember of that? A. I remember I was in the lounge and he came in and said that one of the janitors had gotten smart with him and I asked him what did he say and he said, well, he went back there and got on him about using a tow motor as a bulldozer pushing waste paper then he got to popping off and I asked him what the boy said to him and he said he didn't know. He went over in the other room mumbling, he said "You will not see that young buck around here tomorrow."

Q. He said what? A. "You will not see that young buck around here tomorrow."

Q. Did you see that individual around any more, after this, in the plant? A. No, sir, I didn't.

Q. Exactly what did you do when you worked in the Shipping Department? A. Well, I shaped skids, moved skids in from the Press Room into the Shipping Department and moved them out of the Shipping Department and sometimes back in the Press Room. Any place I could find to store them.

Q. What was on these? A. Sunday funnies.

171 Q. Where did you get them? A. I got them from the Press Room.

Q. Did you go into the Press Room to get them? A. Yes.

Q. What did you do with them after you went in the Press Room to get them? A. Take them back to line them up if they were to be stapled. If they were not I would put them over to one side until it came time to bundle them when we got around to it.

Q. Did you also state that you bundled? A. Yes, sir, I did bundle.

Q. Where did you perform this operation? A. In the Shipping Department.

Q. What did you do with the papers after you bundled them? A. I would put them back and store them until the truck came in and picked them up and I would load them on the truck.

Q. Do you physically load them yourself? A. With a fork lift.

Q. Did you overhear--do you have any knowledge of a shipment of wire that was in the Shipping Department? A. Yes, sir, I did.

172 Q. Approximately when was this? A. Approximately the 8th of December.

Q. Did you have any conversation with Holmes about it? A. Yes, sir, they brought it back, Holmes and Shaphan Grant brought 2 spools of wire back and they said they was shipping the wire back since they would not be needing it for the new press.

Q. Did he say anything else to you regarding the wire at that time? A. Not at that time, no, sir.

Q. Was that the first time that you had seen the wire, was the week that Wilbur Holmes told you about it? A. That was the first time I had seen it. It was not the last time.

Q. Tell me what you know about Ronnie Pulham, this part time boy or temporary employee that you described? A. Well, he worked sometimes in the evenings and on weekends until he graduated from high school this last year.

Q. Do you know when he was hired by the Company? A. Approximately 2 years ago.

Q. Do you know how many days he worked after the cut-back was announced? A. 5 days a week, at least.

* * * * *

173

CROSS EXAMINATION

BY MR. PROWELL:

Q. Mr. Clifton, this Mr. Pulham, that you talked about, he worked with the Company as a part time employee until he got out of school about June of 1964, isn't that right? A. That is correct.

Q. And then after that he became a full time employee and started working 40 hours a week, isn't that true, sometime around about that time? A. Yes, sir.

* * * * *

175 Q. Well, -- A. I said he was a temporary employee and had been working for the Company that long.

Q. He had been working for the Company 2 years as a temporary employee? A. Yes.

Q. And you considered him still a temporary employee even though he started working full time in the summer of 1964, is that what you are saying? A. He was only making $2.00 an hour is what he told me.

Q. And you decided because he was making $2.00 an hour that he was a temporary employee? A. Yes, sir, because he was scheduled to leave to go to school in January he told me.

Q. Told you? A. Yes.

Q. And based on the fact that he thought he was going back to school in January you considered him a temporary employee even though he had been there 2 years? A. He said the Company considered him one.

* * * * *

176 BY MR. PROWELL:

Q. In any event, Mr. Pulham had been working for the Company considerably longer than you had, total service time, right? A. On weekends.

Q. You had been a Pressman, had you not, working in the Press Room? A. I had worked in the Press Room.

Q. You had worked in the Press Room? A. Yes.

Q. How long did you work in the Press Room? A. Around 5 months.

Q. And then you were transferred from the Press Room to shipping? A. To Maintenance.

Q. Maintenance? A. And Shipping.

Q. And Shipping? A. Yes, sir.

Q. How much total service time did you have in Shipping? A. Approximately 6 months.

Q. All right, did you testify that Mr. Holmes was not in charge of the Maintenance crew? A. The whole maintenance, he was not, no.

177 Q. All right. Did you ever make the statement that actually Holmes was not in charge of the maintenance crew? Did you ever make that statement? A. No, sir.

Q. You never did? A. No, sir.

MR. PROWELL: Would you make this document for the purpose of identification as Respondent's Exhibit 15.

(Whereupon, the above mentioned document was marked as Respondent's Exhibit No. 15 for identification.)

BY MR. PROWELL:

Q. I want to show you a document composed of 4 pages marked for the purpose of identification as Respondent's Exhibit 15 and ask you if you will examine that, please, sir, and tell me whether that is your affidavit? A. That is exactly right but that is not the whole sentence.

Q. I said, will you examine the document and tell me whether or not that is your affidavit? A. Yes, sir, this is mine.

Q. Did you swear to it? A. Yes, sir.

Q. Was it true, sir? A. Was what true?

178 Q. Was it true? A. That is my affidavit, yes, sir.

Q. All right. Now, I want you to look at the bottom of the first page. When did you sign this document? A. Around, let's see. I forgot the date of it.

Q. About when? A. I believe it was in February.

Q. February? A. Yes, sir.

Q. All right, sir, on page 1 there is a change in ink. Whose writing is that change? A. The Trial Examiner's.

Q. The Trial Examiner's? A. Yes.

Q. Not in yours? A. No.

Q. All right, sir, when did he make that change on there? A. When I explained to him that he had made a mistake in his title.

Q. When was that? A. When I was giving the statement.

Q. When you were giving the statement? A. Yes, sir.

Q. This statement reads actually Holmes was not in charge of 179 the maintenance crew and then somebody has written in ink, "but was in charge of the Electrical Department"? A. That is right.

Q. Mr. Holmes is the only man in the Electrical Department, wasn't he. He is the only electrician in the plant, isn't he? A. When he is working by hisself.

Q. You said sometime, about a week before the strike, about December 8th, that Mr. Horton called you into his office and talked to you? A. Yes, sir, it was along around that time.

Q. Around that time? A. Yes, sir.

Q. And after Mr. Horton got through talking to you he told you that no matter what happened he wanted to be sure that you made up your own mind and made your own decision, right? A. About joining the Union?

Q. You had already joined the Union, hadn't you? A. Yes.

Q. Well, he wasn't talking to you about joining the Union at all, was he? A. Yes, sir.

Q. You had already joined it? The petition had already been presented? A. He said that he hoped it was my own doing.

180 Q. And it was your own decision to make, is that true? A. That is what he was referring to. It was my own decision.

Q. Now, Mr. Horton talked to you one time right after Mr. Clinton had gotten back from Miami, didn't he? A. No, sir.

Q. Didn't he talk to you and tell you that Mr. Clinton had just gotten back from Miami? A. Mr. Horton?

Q. I mean, yes, Mr. Horton. Didn't Mr. Horton tell you that Mr. Clinton had just gotten back from Miami and that he had received word that the new press would be there within a few days? A. No, sir.

Q. Or a week or two? A. That was in the same conversation.

Q. In the same conversation? A. Yes.

Q. Well, that was the first of December, wasn't it, about that time? A. About the 8th?

Q. About the 8th? A. Yes, sir.

181 Q. He told you at that time that the new press was on the way and would be installed when it got there, right? A. No, sir, he didn't.

Q. Well, what did he tell you? A. He said that Mr. Clinton had just gotten back from Florida with the good news that the press was coming in next week and now this mess here.

Q. Mr. Clifton, you did work two days during the week of the strike, right? A. Yes, sir.

Q. And you were supposed to work the next day but you didn't come in. You went on strike, is that true? A. Leck went and asked Mr. Clinton if it would be all right if I came in the next day, yes.

Q. You were scheduled to work the next day but you did not come in? A. Orally, yes, sir.

Q. During the months of September or October and part of November 1964, didn't you switch back and forth between the Press Room and the Shipping Department? A. I switched all over the plant.

Q. I see, so during those 3 months you were moved all around? A. Yes, sir.

182 Q. That was customary, was it not, to move people around all over the place? A. Not customary.

Q. There were other people besides you who were moved around, though, weren't there? A. Yes, sir.

* * * * *

REDIRECT EXAMINATION

BY MR. McHUGH:

Q. Mr. Clifton, the gentleman who is above you on your left is the Trial Examiner, is he not, sir? A. Yes.

Q. He is not the gentleman who took the statement from you at the time, is he?

MR. PROWELL: I object to leading the Witness. He can testify who took it from him without suggesting.

TRIAL EXAMINER: I will permit it. Go ahead.

BY MR. McHUGH:

Q. Did I not take the statement from you? A. Yes, sir, I thought that was what you was acting as.

Q. And your signature appears here, does it not, sir?

183 A. Yes, sir.

Q. And you see the date typed in there, sir? A. Yes, sir.

Q. To the best of your knowledge, was that date on there at the time you signed the statement? A. Yes, sir.

* * * * *

BILLY CARDEN

was called as a witness by, and on behalf of, General Counsel, having been duly sworn, was examined and testified as follows:

TRIAL EXAMINER: Give us your name and address.

THE WITNESS: Billy Carden, P. O. Box 57, Bon Air, Alabama.

DIRECT EXAMINATION

BY MR. McHUGH:

Q. By whom are you employed, Mr. Carden?

184 A. Dixie Color Printing.

Q. When were you hired by the Company? A. July, 1964.

Q. Are you on strike at the present time? A. Yes.

Q. Did you join the strike when it began in December, 1964? A. Yes, sir.

Q. Have you been on strike since that time? A. Yes, sir.

Q. I show you a document marked as General Counsel's Exhibit 6 and ask you if you recognize it? A. Yes, sir, I do.

Q. Does your signature appear on there? A. Yes, sir.

Q. Exactly where, please, sir? A. The third from the bottom in the lefthand column.

TRIAL EXAMINER: Did he say he went on strike?

MR. McHUGH: Yes, sir.

BY MR. McHUGH:

Q. What job did you perform before you went on strike? A. I worked in the Library Department.

Q. What did you do in the Library, Mr. Carden? A. When the
plates from the stereotype come to us they have to be nickled. I do this
185 and they, some of them have to be grooved. I do this. Some have to be
milled down, with a rubber name strip at the top. I do this. I also make
up jobs before they go into the Press and put them on the truck in alphabetical order the way the comics are to be printed.

Q. After these plates are nickeled by you and those other jobs that you mentioned are performed by you, where do they go then? A. They go in shelves until they are to be used on the press.

Q. Well, where are they stored? A. In the shelves. That is why it is called a library. The plates are stored in shelves until they are ready for use.

Q. These are stereotype plates, are they not? A. That is right.

Q. Where do they come from? A. The stereotype department.

Q. Where is that? A. It is in the same room as the library. It is open, there is no partition or anything that separates the Library from the Stereotype Room. They just, the plates come right on the conveyor belt to the Library.

Q. Let me show you General Counsel's Exhibit 8.
186 I am pointing to an area marked on the diagram as nickle vats?
A. Yes, sir.

* * * * *

187 BY MR. McHUGH:

Q. Is this the area in which you work, Mr. Carden?

MR. PROWELL: Let's don't lead him. Let him pick it out.

BY MR. McHUGH:

Q. Would you point out the area in which you work as depicted in the diagram? A. I work here and here and here and here. (Indicating.)

TRIAL EXAMINER: Well, just, describe it there. You work up in the upper lefthand corner where it says "Nickle Vats?"

THE WITNESS: Yes, sir, over in the righthand corner, it is around there and a little down the page it says a groove machine, I work there and where it says "Library" and, I guess it is "shelves," I work in there, and the partition between here and the Press Room.

BY MR. McHUGH: You say between here and the Press Room? This line? A. Yes.

Q. That represents and it is stated on there, full

188 A. That is true.

Q. To your knowledge, is there any partition between--

TRIAL EXAMINER: To the left of that partition?

THE WITNESS: No, sir.

BY MR. McHUGH:

Q. Is this one room? A. This is one room from here back. (Indicating)

Q. Is this the area in which Mr. Foster and Mr. Leslie both work? A. Yes, sir.

Q. And what work is performed down here in the area which is designated "Plant Separator?" A. After the plates come from the casting boxes they are sent, they are split, and down from there they go to the ringing machine.

Q. Where is the ringing machine? A. I presume that, the shaver something. I can't read what it says.

Q. I can't, either. A. From there they go to the routers. They route off all dead metal and on the conveyor post, approximately along in here. On the conveyor between the routers and the grooving machine, that is where they pick them up for nickeling.

Q. How many employees work in an area defined generally in this rectangle. Let the record show that I am referring to the lefthand

189 side of the diagram, to the left of the full partition? A. Approximately 9 or maybe 10.

Q. And does Mr. Leslie and Mr. Foster both work in there? A. Yes, sir.

* * * * *

TRIAL EXAMINER: I will receive General Counsel's 8, not for-- I will receive it for what it was described as being, merely a rough sketch giving some idea of the relative positions of the various functions and where the men work.

(Whereupon, Respondent's Exhibit No. 8, was received in evidence.)

* * * * *

BY MR. McHUGH:

Q. Did you discuss--did you lose any time as a result of the cut-back?

190 A. Yes, sir.

Q. How much time did you lose? A. The first week I worked 2 days and the second week I worked 1 day and I didn't go into the third week, I didn't work any before we came on strike.

Q. Did you have any conversation with your supervisor about the cut-back? A. Not actually concerning the cut-back. I didn't ask him--

MR. PROWELL: Then I object to it.

BY MR. McHUGH:

Q. Did you have a conversation with your supervisor about your work? A. Mr. Foster informed me that the next time that I would work he would have to call me, and he said at that time that it, if it were left up to him I would be working 5 days.

MR. McHUGH: I don't remember whether I had this Witness identify his signature, Mr. Examiner.

TRIAL EXAMINER: Did you sign both petitions?

THE WITNESS: No, sir, I signed the last one.

TRIAL EXAMINER: The second one?

THE WITNESS: Yes, sir.

* * * * *

191 CROSS EXAMINATION

BY MR. PROWELL:

Q. When was it that you started getting short time, the first of December? A. Approximately the 30--

Q. The last of November? A. Approximately the 29th or 30th.

Q. And this second petition that you signed was about the 6th or 7th or 8th of December? A. The 4th of December.

Q. The 4th of December? A. Yes, sir.

MR. PROWELL: That is all we have.

* * * * *

192 Whereupon,

DANIEL LAVENDER

was called as a witness by, and on behalf of, General Counsel, having been duly sworn, was examined and testified as follows:

TRIAL EXAMINER: Give us your name and address?

THE WITNESS: Thomas Daniel Lavender, Route 3, Box 415A, Sylacauga.

DIRECT EXAMINATION

BY MR. McHUGH:

Q. Mr. Lavender, have you ever been employed by Dixie Color Printing Corporation? A. Yes, sir.

Q. When were you hired by the Company, sir? A. Approximately November 7th, 1963.

Q. At the time you were hired, what job did you work on? A. Shipping Clerk.

Q. Any other--did you work on any other job after that time?

A. Approximately 2 months more or less after I was hired I was transferred to the Maintenance Department.

Q. And how long did you work in Maintenance? A. From that time until the time which I quit the Company.

Q. What was your job in the Maintenance Department? A. I
193 performed general maintenance on the press, ground rubber ink rollers, some Machine Shop work.

Q. Did you do mostly mechanical maintenance? A. Yes.

Q. Did you do any maintenance in the electrical, in the field of electrical maintenance? A. No, sir.

Q. Who was your supervisor in the-- A. John Horton.

Q. I show you a document already identified as General Counsel's Exhibit 6 and ask you if you recognize that? A. Yes, sir, I do.

Q. Does your signature appear on there? A. Yes, sir, it does.

Q. Where? A. In the righthand column the 4th name from the bottom.

Q. Do you recall where you were when you signed it? A. Yes, sir, at the Union meeting in Childersburg.

Q. Have you ever done any maintenance work on carriages? A. Yes, sir.

Q. While you were employed by the Company, did the Company--did you perform maintenance work on 2 carriages during the summer months of 1964? A. Yes, sir, I did.

194 Q. How long did you perform maintenance work? Were these carriages, where were these carriages, Mr. Lavender? A. They were in the Machine Shop.

Q. Do you know how long they had been in the Machine Shop? A. I believe that they were brought in some time during the spring of 1964.

Q. Did you perform maintenance on those pieces of machinery? A. Yes, sir.

Q. Over what period of time did you perform maintenance on those pieces of machinery? A. We worked on them from, off and on, from the time which they arrived in the plant until the time which I quit the Company.

TRIAL EXAMINER: When did you quit?

THE WITNESS: It was Wednesday, either December 10th or 11th of 19--

TRIAL EXAMINER: Before the strike?

THE WITNESS: Yes, sir, it was before the strike.

BY MR. McHUGH:

Q. What maintenance did you perform on these pieces of machinery? A. Well, on those which I worked on, we installed an automatic greasing system.

195 Q. Who is "we?" A. Frank Horton and John Horton and myself.

Q. And what was the purpose of the maintenance on those specific machines? A. To prepare them to install them on the press. In other words, to replace one of the carriages which was on the press.

Q. All right, sir, and up until the time you quit the Company had any of the carriages on which you performed overhaul work been actually installed on the press? A. I believe the weekend before I quit the Company one of the carriages was installed on the press.

Q. When you--were you effected by the cut-back in the work schedule? A. Yes, sir, I was.

Q. How were you notified about your--did you lose any time? A. Yes, sir, I did.

Q. How much? A. I lost--I don't recall. It was either 2 or 3 days the week prior to the day I quit, and the week which I left the Company, which was around the 10th of December, I lost 2 days.

196 Q. The first week, did Leck Horton say anything to you about your work schedule? A. Either the Tuesday or Wednesday of that first week that I was cut back he simply told me that day not to come in for the rest of the week.

Q. Now, as of that time had the carriage exchange been made? A. Not as of that time, I don't believe.

Q. That is, that the Company had not exchanged the overhaul carriage? A. No.

Q. Were one of the carriages presently in the press? A. No, sir, not at that time.

Q. The second week of the cut-back did Leck Horton discuss the work schedule with you? A. Yes, sir.

Q. When was that? A. Wednesday afternoon when--I believe it was December 10th.

Q. What did he say to you? A. He said--now, let me get this straight, now. We are talking about the second week which I was cut back?

TRIAL EXAMINER: Do you want a calendar?

THE WITNESS: Yes, sir, I would appreciate it.

BY MR. McHUGH:

Q. I guess we had better go back to the first week of the cut-back.
197 Can you recall exactly when that was? A. The first week which I lost any time was the week of December 7th.

Q. And how many days did you work that week? A. 3 days to the best of my knowledge.

Q. All right, sir, and did Leck Horton tell you anything about the schedule on that week? A. He told me to take the rest of the week off and not to come back unless he called me or until the next Monday, which would be December 14th.

Q. Now, as of that time, had a carriage exchange been made, to your knowledge? Let me rephrase that.

Did you assist in making a carriage exchange, prior to that time? A. No, I didn't.

Q. The next week, did you come back on a Monday? A. Yes, sir, I did.

Q. How long did you work that week? A. I worked 5 days.

Q. And did Leck Horton tell you anything at the end of the third day that you worked there? A. He told me to take the rest of the week off, and he would call me and tell me when to come back to work.

198 Q. And did you, during any part of that week, assist in making a carriage exchange on the press? A. No, I did not.

Q. Did you assist in overhauling any carriage during that, those 3 days? A. No, sir, I did not.

Q. Did you thereafter terminate your employment with the Company? A. Yes, sir, I did.

Q. Whom did you tell this to? A. I told Mr. John Horton and Mr. Joe Clinton.

Q. What did you tell them? A. I told them that somebody, that someone had offered me a job which I felt like would be to my better interest to take.

Q. Did you tell them this both at the same time? A. No, it was at separate times.

Q. Who did you tell first? A. Mr. Horton.

Q. What did he say to you? A. He simply said that he was sorry to see me go.

Q. Did you later talk with Mr. Clinton? A. Yes, sir, I did.

Q. What did he say to you? A. The best I recall, he was regretful that I was leaving, but he also said that the situation was very fluid.
199 He didn't know which way it would go, in reference to the--

MR. PROWELL: I object to "in reference to." He can tell what he said and what he didn't say.

BY MR. McHUGH:

Q. Did he say anything else, Mr. Lavender, to your knowledge or to your recollection? A. Not that I recall, no, sir.

Q. All right?

TRIAL EXAMINER: Well, let me ask the Witness. Did he say anything--tell me as well as you can what Mr. Clinton said to you?

THE WITNESS: Do you mean Mr. Clinton?

TRIAL EXAMINER: What did he say? Mr. Clinton?

THE WITNESS: Well, I am simply going to tell this to the best of my ability. I am not sure of any exact words, but he told me that he was sorry to see me go, that, but, he didn't know what to tell me about the situation. He didn't know which way it would go, that you couldn't tell from day to day whether, what was going to happen, and--

TRIAL EXAMINER: Did he say what he was referring to when he referred to the situation?

THE WITNESS: I don't recall. He told me that if possible that he might could use me to do some parttime work and would I be willing to do that if they were to call upon me and I said I would, and that was in essence the conversation.

200 BY MR. McHUGH:

Q. Mr. Lavender, do you know Shaphan Grant? A. Yes, sir, I do.

Q. Have you worked with him? A. From time to time.

Q. Had you worked with him immediately prior to the time you were cut back in your number of hours? A. I don't recall.

Q. Had you ever performed any maintenance with Shaphan Grant? A. Yes, sir.

Q. Are you qualified to perform mechanical maintenance on a carriage, a press carriage? A. I perform such maintenance.

Q. Was Shaphan Grant qualified to perform similar maintenance on such a machine? A. I presume he is, but--

MR. PROWELL: I object to what he presumes.

BY MR. McHUGH:

Q. Have you ever seen him perform similar maintenance to the type of work that you do? A. Yes, sir.

201 Q. Have you ever seen Shaphan Grant perform maintenance on an ink carriage? A. Yes, sir.

Q. Were you working with the Company at the time Shaphan Grant was transferred to the Press Department? A. I don't know what time he was transferred to the Press Department.

Q. Prior to the time you left, did Leck Horton or Mr. Clinton ever discuss with you the maintenance work that had to be done in the near future? A. Yes, sir.

Q. When was this? A. I don't recall the specific instances.

Q. How soon before you quit? A. I don't recall.

Q. Had they ever told you that a great deal--

MR. PROWELL: I object to leading the Witness, Mr. Examiner. He said he doesn't know. He doesn't recall any instances.

MR. McHUGH: I think he said he had conversations with Mr. Clinton and Mr. Horton but he didn't remember specific instances.

MR. PROWELL: He doesn't recall any instances was his testimony. This is obviously an attempt to lead the Witness.

* * * * *

202 CROSS EXAMINATION

BY MR. PROWELL:

Q. Mr. Lavender, in point of service, you were the youngest man as far as the machine maintenance people were concerned, right? A. Yes, sir, I was.

Q. Look at the calendar for 1964. I don't know what year you were referring to awhile ago, but you quit the Company on Wednesday, December 9th, didn't you? A. Yes, sir, I did.

Q. At what hour of the day? A. Approximately 4:30.

Q. What hour of the day did you talk to Mr. Horton? A. It was only a few minutes before I talked to Mr. Clinton.

Q. What hour of the day did you talk to Mr. Clinton, then? A. Approximately 4:30.

Q. About 4:30? A. Yes, sir.

203 Q. In other words, around quitting time? A. Yes, sir, after quitting time.

Q. You didn't tell them you were going to quit, then, until after quitting time, is that your testimony? A. Yes.

Q. And during that week is the week when you said you lost time? Was that the week? A. That week and the week before.

Q. That week and the week before? A. Yes, sir.

Q. Now, you know, as a matter of fact, don't you, that the Company substituted the inking carriage that you had been working on for all of those months, the Company substituted or swapped that carriage into the press over that weekend prior to December 9th, isn't that true? A. Yes, sir.

Q. And that was the cause of the fact that the plant was in such a state of confusion with respect to the operating hours of the press, that was the cause of the change, wasn't it?

MR. McHUGH: I object to the question. It assumes facts not in evidence.

MR. PROWELL: I am asking the Witness a question.

204 MR. McHUGH: He doesn't know whether the plant was in confusion.

MR. PROWELL: Don't tell him what he knows.

TRIAL EXAMINER: Overruled. You may answer it. Read him the question, please.

BY MR. PROWELL:

Q. I say, the fact that they were going to change the inking mechanism over that weekend caused a reshuffling and rescheduling of the hours that the press operated, didn't it? A. I don't know why the hours were reshuffled.

Q. You don't know, but you do know that the press had to be down when they put that inking carriage in, don't you now, and when they took the old one out? A. Yes.

Q. And it had to be down when they put the new one back in, didn't it, until they got the new one in? A. Yes, sir.

Q. You worked sometimes on the evening shift or the night shift, did you not? On occasions? A. I don't recall of having worked that.

Q. Now, talking about this inking carriage, you got two of them in the plant some time back about March of 1964 from some other, somewhere else, right? Two extra ones or spare ones, isn't that true? A. About that time.

205 Q. And those 2 ink carriages had to be completely rebuilt, didn't they, to fit this particular press? A. Yes, sir.

Q. And you were in the process of rebuilding one of them as spare time permitted, isn't that what you testified to? Isn't that true?

MR. McHUGH: That is 2 questions, I submit and it is not what he testified to.

BY MR. PROWELL:

Q. Well, isn't that true?

MR. McHUGH: I object to the question.

TRIAL EXAMINER: Read the question, please.

(QUESTION READ.)

TRIAL EXAMINER: Overrule, you may answer.

THE WITNESS: I believe he asked, didn't he ask something else before he asked that?

MR. McHUGH: I think he did.

MR. PROWELL: We are talking about this--

MR. McHUGH: There was an immediate question preceeding that.

TRIAL EXAMINER: Ask it again, Mr. Prowell.

BY MR. PROWELL:

Q. During the period from the time those 2 carriages got down there until you installed one of them, over the weekend, the first week of December--

MR. McHUGH: I object to that, Mr. Examiner, there is no testimony--

206 MR. PROWELL: Mr. McHugh, will you be so kind as to let me finish without being so rude as to continually interrupt?

TRIAL EXAMINER: There is no testimony that this Witness did the installing.

MR. PROWELL: I asked him "until it was installed." I didn't ask him if he did.

TRIAL EXAMINER: I think you said until you installed it.

MR. PROWELL: Let me finish the question and then if it is objectionable I would appreciate an objection. I don't like to be continually interrupted. I think it is impertinent. I don't think it is proper. Certainly it is not the way lawyers should act.

MR. McHUGH: I might add, if the questions were framed properly the objections would not be forth coming.

TRIAL EXAMINER: Go ahead.

BY MR. PROWELL:

Q. Mr. Lavender, isn't it a fact that between March of 1964 and the first weekend in December of 1964 you spend your spare time rebuilding one of these inking carriages in order that it could be installed in that press? A. I wouldn't say we spent our spare time, no.

207 Q. You spent the time you were not doing maintenance on the press, itself, you spent working on this inking carriage, isn't that true? A. Well, we had several jobs besides simply maintenance on the press, itself.

Q. And when you weren't doing those jobs, then you spent your time on this inking carriage, is that your testimony? A. We spent much of our time on the inking carriage.

Q. And you got it completed just prior to the first week in December, right, or about that time? When you got it in shape to be installed about that time, didn't you? A. I don't recall exactly when it was finished.

Q. Well, you worked on it, as a matter of fact, within the last 2 weeks that you worked for the Company, didn't you? The last 3 weeks that you worked for the Company? A. I am sure I worked on it sometime during that time.

Q. Putting the finishing touches on it, weren't you? Isn't that true? A. Well, I don't know when it was finished.

Q. All right, sir. What type of maintenance are you qualified to perform on the inking carriage?

208 I am not talking about in the rebuilding. I am talking about just general maintenance.

What phases of the maintenance work are you qualified to perform? A. Well, it depends on what you mean by the word "qualified." I perform--

Q. Well, what types would the Company ever let you do? A. --any type of maintenance on the press which came up.

Q. On the inking carriage? A. Yes, sir.

Q. You are a draftsman by trade, aren't you, sir, training? A. Most of my experience, I would say the majority of my experience has been in drafting.

Q. All right, and this part time work that you testified about the Company calling you back to do was drafting work, right?

* * * * *

209 THE WITNESS: I will have to get his question again.

BY MR. PROWELL:

Q. I will rephrase it. The discussion that you had with Mr. Clinton concerning coming back and part time work related to drafting work, didn't it? A. That is right.

* * * * *

216 JOSEPH CLINTON

was called as a witness by, and on behalf of, General Counsel, having been duly sworn, was examined and testified as follows:

TRIAL EXAMINER: Give us your name and address?

THE WITNESS: M--

BY MR. McHUGH:

Q. Will you state your name and address, please, sir? A. Joseph T. Clinton, Lloyd Road, Sylacauga, Alabama.

217 Q. Are you employed by Dixie Color Printing Corporation, sir? A. Yes.

Q. What is your position with the Company? A. Plant Manager.

Q. As such, what is your authority over the plant and its personnel? A. I manage the plant and manage the personnel.

Q. Are you responsible for the hiring, sir? A. Yes, sir.

Q. Are you on salary? A. Yes, sir.

Q. Is Leck Horton on salary? A. Yes, sir.

Q. Is Wilbur Holmes salaried? A. No, sir.

Q. How is he paid? A. Hourly.

Q. What is his rate of pay? A. I don't know exactly. It is around $3.22 an hour.

Q. Does he punch a clock? A. No, sir.

Q. How is his pay determined? A. Pardon?

218 Q. How is his pay determined? A. The number of hours he worked.

Q. On a fixed rate of hours or-- A. Yes, sir.

Q. --some other computation? A. He is guaranteed a minimum of 48 hours a week.

Q. Is he paid for overtime work? A. Yes, sir.

Q. And how is that figured? A. Time and a half.

Q. To whom does he tell if he has worked overtime? A. He turned, turns in a slip and his overtime has to be authorized by Mr. Horton.

Q. And is this slip prepared by him? A. Yes, sir.

Q. Is any other employee hourly paid who does not punch a time clock? A. Yes, sir.

Q. Who is that? A. Gene Leslie.

Q. Anyone else? A. Frank Foster.

Q. And are they both hourly paid? A. Yes, sir.

Q. What is their rate of pay? A. 3, the same, $3.22.

219 Q. Do they work a 40 hour week? A. 48 hour week.

Q. 48 hour week? A. Yes, sir.

Q. Is this a guarantee? A. Yes, sir.

Q. Anything above 48 hours is over time? A. Anything above 40 hours is overtime.

Q. They automatically get 8 hours of overtime? A. That is right.

Q. What documents, do they fill out any documents to reflect their time? A. Yes.

Q. Which they have worked? A. Yes.

Q. What documents are these? A. They turn in a time slip.

Q. Does the Company have those documents in their possession? A. They have some of them.

Q. Could you produce them? A. I don't have them here.

Q. Could you produce them at a recess? A. I could produce some of them at a recess.

220 Q. Could you produce the statements reflecting the time authorized for Holmes, Leslie and Foster? After a recess? A. Say that again, now?

Q. Could you produce the statements which reflect the computation in pay or the hours worked for these employees? A. Some of them, yes.

Q. Has this been--

TRIAL EXAMINER: This is for overtime, do you mean?

MR. McHUGH: No, the statements which reflect the number of hours they work each week.

TRIAL EXAMINER: Do you want them?

MR. McHUGH: Yes, sir. A further question on this, if I may, Mr. Examiner.

BY MR. McHUGH:

Q. How long has this policy been in effect, with respect to these people? A. Which policy?

Q. That they prepare statements instead of punching a clock? A. They are all supposed to prepare statements instead of punching a clock. I can't remember if they punched a clock in the beginning or not.

Q. I didn't hear you? A. I can't remember if they punched a clock when we started to operate or not. I believe, in fact, they did.

221 Q. How long have these people been guaranteed a 48 hour week? A. Since we began operating the press.

Q. When was that? A. It was either February or March of 1963.

TRIAL EXAMINER: 1963?

THE WITNESS: 1963.

BY MR. McHUGH:

Q. Does Leck Horton reflect the time that he works by the same method? A. He doesn't have to.

Q. He doesn't have to? A. He is not required to.

Q. He is not required to show the time he works? A. No.

Q. But Leslie, Horton and Holmes are? I am sorry, Leslie, Holmes and Foster are? A. Yes, sir.

Q. And this is submitted to whom? A. It is submitted to the Payroll Clerk first.

Q. Did these employees receive a bonus last Christmas? A. Yes, sir.

Q. What was the amount of that bonus? A. $100.00.

222 Q. Did the employees who punched a clock receive a bonus? A. No.

Q. Did the Head Pressman receive a bonus? A. No, sir.

Q. Are the Head Pressmen guaranteed a 48 hour week? A. No, sir.

Q. How many hours do they usually work a week? A. 37-1/2.

Q. Are these employees who are carried as, are the 3 employees whom I have referred to, do they receive insurance benefits? A. Yes, sir.

Q. What are they, please? A. I don't know exactly.

TRIAL EXAMINER: You are talking about Holmes, Foster and Leslie?

MR. McHUGH: Yes, sir.

THE WITNESS: I don't know the exact amount.

BY MR. McHUGH:

Q. Could you approximate it? A. I think the life is — I will take a guess. This is strictly a guess. I think it is $20,000.00 contributory.

Q. You have information which would authenticate your guess, would it not? A. Yes, sir, but not here.

223 Q. I didn't hear the answer? A. But not here.

Q. What was the guess that you had? A. I think it is $20,000.00 contributory.

Q. Is this amount paid by the Company? A. It is contributory.

Q. Contributory? In other words, these employees pay a percentage of it and the Company pays the rest? A. Yes.

Q. Do the Head Pressmen receive any insurance benefits? A. Yes.

Q. What is that? A. They have $1,000.00 life plus hospitalization and —

Q. Do the hourly rated employees receive any insurance benefits? A. The hourly rated?

Q. Other than the Head Pressmen? A. Yes.

Q. Is it the same as the Head Pressman? A. Yes, sir.

Q. Do these 3 employees, Foster, Leslie, and Holmes receive any other insurance benefits other than life insurance? A. They have hospitalization, and major medical, and disability.

224 Q. How does this compare with the Head Pressmen's other insurance benefits, if any? A. The disability is the same. It is a weekly indemnity. It would be the same and the hospitalization would be the same and they have major medical, which the Head Pressmen do not have.

Q. Is the Head Pressman — is the hourly or are the hourly rated employees, other insurance benefits the same as those of the Head Pressman? A. Yes, sir.

Q. Do these 3 employees, Holmes, Leslie and Foster, receive vacations? A. Yes, sir.

Q. What is the amount of their vacation? A. 2 weeks after 5 years and — 2 weeks up to 5 years, 2 weeks after 1 year and 3 weeks after 5.

Q. And do the Head Pressmen receive a vacation? A. Yes, sir.

Q. How are they computed. A. The same thing.

Q. How are the other hourly rated employees computed? A. The same thing.

TRIAL EXAMINER: They are the same thing on vacation?

225 THE WITNESS: They are all through the shop.

TRIAL EXAMINER: Paid vacation?

THE WITNESS: Yes, sir.

BY MR. McHUGH:

Q. When I asked you about hourly paid employees and you have stated the answers to my questions, do these answers also apply to the janitors? The same benefits apply to the other hourly rated employees and the janitors? A. You are going to have to ask me all of those questions over again.

Q. Do the janitors have insurance? A. Yes, sir.

Q. Is it the same as the other hourly rated employees? A. Yes, sir.

Q. Did they receive a bonus for Christmas? A. No, sir.

Q. Nor did the other hourly rated employees? A. That is right.

Q. What is the rate of pay--who are the janitors? A. I don't have any janitors as such.

Q. How do you classify them? A. Maintenance people.

Q. And who are they? A. A. L. Williams, Frances Kelley, and, the other man's name is Davis and I think the initial is J. W.

226 Q. J. W. Davis? A. Yes.

Q. Do these employees generally do custodial maintenance? A. Explain what you mean by custodial maintenance.

Q. Sweep up around the place, clean it up? A. They do some sweeping and cleaning.

Q. Do they do mechanical maintenance? A. Mechanical work as such?

Q. Yes, sir. A. They clean the drip pans, they empty the drip pans and grease pans and they clean the press.

Q. Do they do any electrical maintenance work? A. No, sir.

Q. What is the hourly rate of the janitors? Maintenance men, these maintenance men to which you have referred? A. I don't know exactly, just off hand.

Q. Could you estimate? A. Well, I think they run from probably $1.50 to $1.65 an hour.

Q. All right, sir, how long have they been paid that rate? A. Since the--well, Davis was the last one hired. He has probably been paid that rate since he was hired, and Kelley and Williams probably were paid that rate since the last time there was a general increase in the plant, which would have been March of 1964. If Kelley was there at that time. I am not sure he was.

227 Q. Is one of these 3 employees whom we are discussing, is he the head of the Janitorial Department? A. No, sir.

Q. Does he have authority to, does one of the employees have authority over the others? A. No, sir.

Q. Who hires these janitors? A. I do.

Q. Who fires these janitors?

MR. PROWELL: I object to the use of the term janitor, Mr. Examiner.

BY MR. McHUGH:

Q. Who hires these maintenance men you have not? A. I hire them?

Q. Who fires them? A. Either I fire them or Mr. Horton could fire them.

Q. Did you interview each of these maintenance men? Have you interviewed each of these maintenance men that we are discussing? A. Yes.

Q. Before you hired them? A. Yes, sir.

228 Q. Mr. Clinton, is it true or not that these 3 maintenance men to which I have referred spent more than 50% of their time doing chores which might be considered as cleaning chores? A. No, sir.

Q. What do they spend more than 50% of their time doing? A. I don't think they spend more than 50% of their time doing any one thing.

Q. Do they spend more than 50% of their time working on the press? A. No, sir.

Q. What do they spend their time doing? A. Well, they spend their time doing a lot of things.

Q. Such as what? A. They bail the paper. They do a lot, they strap a lot of correspondence. Their primary job or the primary purpose for which they were hired was to move the product from the press from 4 o'clock in the afternoon until 8 o'clock in the morning and from the press to the Shipping Room. That is the only time we use them, was from 4 o'clock in the afternoon until 8 o'clock in the morning except on Sundays when the press is down and one or two of them come in on Sunday and work.

229 Q. By this do you mean that they actually carry the papers from the press room to the Shipping Room? A. With a tow motor or a lift truck.

Q. Isn't this the function of the Shipping Department? A. The Shipping Department does not work from 4 o'clock in the afternoon until 8 o'clock in the morning.

Q. Isn't this the function of the Shipping Department when they do work? A. In the day time the Shipping Department employees do it.

Q. Your testimony is that these employees work in the Shipping Department in the evening, then, is that right? A. I didn't say they work in the Shipping Department but they do ship in the evening lots of times.

Q. Do they perform functions which the Shipping Department employees would perform if they were working in the daytime, is that your testimony? A. That is right.

Q. Do they bail scrap paper, also? A. Yes.

Q. And do they sometimes use the tow motor in bailing scrap paper? A. They use the tow motor to move the paper up to the bailer stalls or what we call the yellow jacket.

230 Q. Are they ever used for yard work? A. Yes, sir.

Q. Do you ever use them for work in your home?

MR. PROWELL: I object, Mr. Examiner. This question is obviously designed for the purpose of embarrassment.

MR. McHUGH: While they are working for the Company on the clock?

MR. PROWELL: This is harassment, Mr. Examiner. This has nothing to do with whether there is any unit or not.

MR. McHUGH: Testimony has already been elicited that these employees did perform work for Mr. Clinton, personal work which might be considered as such.

MR. PROWELL: No such testimony was given that it was done on Company time. There was no testimony about how frequently, and I assume from your testimony that you put in that this was one occasion when something happened because of a particular circumstance and you know it was.

TRIAL EXAMINER: I will permit the question. The Witness knows the facts and is able to answer it.

Do you want the question read?

231 THE WITNESS: Yes, sir.

TRIAL EXAMINER: Give him the question again.

MR. McHUGH: Would you read it back, Mr. Reporter, please?

Well, let me rephrase it. Do they ever perform personal work for you?

THE WITNESS: One of them has performed personal work for me and 2 of them have.

TRIAL EXAMINER: On Company time?

THE WITNESS: Wait, we didn't get into that. He didn't ask me that.

BY MR. McHUGH:

Q. On Company time? A. One might have. The other one did not. Personal work, I would--that is pretty broad.

Q. Well, what work did they do. What work does one do for you? A. I have one for example, when I was in Florida, my wife and I were in Florida at a Publisher's Convention and he picked up my children at school in the afternoon and drove them home.

Q. Was that on Company time? A. Yes.

Q. They were on the clock? A. Yes.

Q. Do you own a boat, sir? A. Yes, sir.

232 Q. Did they ever perform work on your boat--

MR. PROWELL: I object.

MR. McHUGH: --on Company time?

TRIAL EXAMINER: Ask on Company time.

BY MR. McHUGH:

Q. On Company time, did they ever perform work on your boat? A. The boat that I have was at the plant in storage for maybe 18 or 24 months before the plant started operation and one of them has cleaned it while it was in there.

Q. Have they ever washed your car on Company time? A. Yes, sir, one of them has.

Q. Do they do yard work around the plant on Company time? A. They don't do yard work as such, no. Sometimes we have to clean up in the yard, very rarely.

Q. And if that rare occasion occurs, they do it? A. They do it.

Q. On Company time? A. Yes, sir.

Q. Do they do jobs such as sweeping and mopping and cleaning up the rest rooms on Company time? A. Yes, sir.

Q. Would you classify them as scheduled employees? A. I
233 wouldn't classify them as scheduled employees like I would an electrician or plumber, no, sir.

Q. Or a Pressman? A. Or a Pressman.

Q. You have stated the insurance benefits for Foster and Leslie and Holmes.

Does Leck Horton receive benefits in excess of what those 3 employees receive, insurancewise? A. I think he does, sir. I think he does. I am not positive. I think he does.

Q. Well, could you estimate how much insurance he receives in excess of Leslie, Holmes and Foster? A. I am not positive, but I think he gets about $5,000.00 more life insurance.

Q. Life insurance? A. But I am not positive.

Q. Is his rate of pay in excess of those 3 employees? A. Yes, sir.

Q. Is the salary of Holmes, Leslie and Foster, roughly the same? A. Yes, sir.

Q. Does Leck Horton receive a Christmas bonus? A. Yes, sir.

Q. Is it greater or less than Foster, Leslie and Holmes receive? A. It is the same.

234 Q. What is Mr. Foster's title with the Company? A. Foreman of the Plant Department.

Q. What is Mr. Leslie's title with the Company? A. Foreman of the Stereotype Department.

* * * * *

MR. McHUGH: If Respondent's Counsel will stipulate that Foster and Leslie are supervisors within the act I will leave that line.

MR. PROWELL: All right.

TRIAL EXAMINER: I will receive the stipulation.

BY MR. McHUGH:

Q. Will the Respondent also stipulate that Mr. Leck Horton and Mr. Joseph Clinton are supervisors within the meaning of the Act?

MR. PROWELL: We will.

235 TRIAL EXAMINER: I will receive the stipulation.

* * * * *

BY MR. McHUGH:

Q. One more question on the maintenance man who performs work around the plant other than electrical or mechanical maintenance, sir.

236 How many hours a week do these men work, Mr. Williams, Mr. Kelley and Mr. Davis? Approximately? A. I think, generally, 40.

Q. 40 hours a week? A. Yes, sir.

Q. Invariably or just occasionally? A. Well, I would say they worked at least 40, sometimes probably more.

Q. Could you estimate how much of that time is spent taking paper from the Press Room to the Shipping Room after the 4 o'clock shift? A. I am not there enough after 4 o'clock to estimate that. The man in charge ought to be able to do that.

Q. Could you estimate how much time they spend in cleaning up around the plant? A. No, I don't think so.

Q. You don't have any idea? A. I am not there that much.

Q. Well, you do hire them, don't you? A. Sure, I hire them but I don't stay there from 4 o'clock until 8 in the morning to watch them.

Q. You tell them what their duties are?

MR. PROWELL: That is argumentative.

TRIAL EXAMINER: Sustain.

BY MR. McHUGH:

Q. You do tell them what their duties are, don't you? A. I don't particularly tell them.

237 Q. Who tells them? A. I turn them over to Horton.

Q. And he tells them? A. Yes.

Q. Do you know what the duties of these employees are? A. Generally, I do, yes, sir.

Q. But you couldn't estimate how much time they do these duties as you understand them to do? A. I couldn't estimate accurately how much time they do each thing they do, no, sir.

MR. McHUGH: Could we take a short breather to find out if we have anything else?

TRIAL EXAMINER: We will take a short recess.

(BRIEF RECESS.)

TRIAL EXAMINER: The hearing will come to order.

BY MR. McHUGH:

Q. Mr. Clinton, I believe your testimony earlier was that these 3 employees, Leslie, Holmes and Foster, were paid a wage which approximated $3.22 an hour? A. Yes, sir.

Q. Now, you are positive about that? A. Within pennies.

Q. Within pennies? A. Yes.

238 Q. Lots of pennies or a few pennies? A. Few pennies.

Q. 2 pennies? A. A few.

Q. Do you know the hourly rate of the Pressmen? A. Yes.

Q. What is that? A. $3.80.

Q. Is it your testimony, then, that these stipulated supervisors earn less than the Head Pressmen and people who work in the Stereotype Department? A. Per hour, yes, sir.

Q. They just work longer, is that right? A. Yes, sir.

Q. All right, sir, now, could you produce records which would indicate their earnings prior to November 21st?

TRIAL EXAMINER: Their earnings over a period of how long?

MR. McHUGH: A week.

TRIAL EXAMINER: They are guaranteed 48 hours a week.

THE WITNESS: Yes, sir.

TRIAL EXAMINER: So even though they got, they were paid hourly, less per hour then the Head Pressman, nevertheless, their guaranteed weekly income was greater than the Head Pressman?

239 THE WITNESS: That is right.

TRIAL EXAMINER: Normally received, is that correct?

THE WITNESS: Yes, sir.

BY MR. McHUGH:

Q. They also made more than the Head Pressman and all other hourly rated employees? A. Yes, sir, all except, yes, sir, hourly rated, that is right.

Q. Well, my question is, can you produce documents which will reflect their actual pay prior to November 23rd, 1964? A. For a week?

Q. For a month? A. I think so.

* * * * *

CROSS EXAMINATION

BY MR. PROWELL:

Q. I just have one, I think. Mr. Clinton, did the Clerical employees also receive a bonus of $100.00 at Christmas time last year? A. Yes, sir.

Q. And did they also receive insurance and hospital programs that Mr. Foster and Mr. Leslie have? A. No.

240 Q. With the exception of life insurance? A. With the exception of life insurance and major medical.

MR. PROWELL: That is all, thank you.

* * * * *

TRIAL EXAMINER: I don't show General Counsel's Exhibit 15 received. That is the list of employees. There was talk when this was first marked about the General Counsel, agreements and classifications and so forth.

241 MR. PROWELL: We don't object to it.

TRIAL EXAMINER: If it was not received I will receive it now.

MR. McHUGH: Except for a ruling on General Counsel's Exhibit 12 and the production of the documents which Mr. Clinton has stated he would have, General Counsel rests.

* * * * *

242 MR. McHUGH: I am sorry. General Counsel wishes to amend a paragraph to delete the allegation respecting the photographing of pickets. It would be paragraph--

MR. PROWELL: It is paragraph 11.

MR. McHUGH: Paragraph 11, Mr. Examiner.

TRIAL EXAMINER: You are moving to delete paragraph 11?

MR. McHUGH: That is right, to strike that.

TRIAL EXAMINER: Any objection?

MR. PROWELL: No, sir, we do not.

TRIAL EXAMINER: I will grant the motion to strike paragraph 11 from the complaint.

* * * * *

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BRIEF

Of Petitioner, Dixie Color Printing Corporation.

IN THE

UNITED STATES COURT OF APPEALS

FOR THE DISTRICT OF COLUMBIA CIRCUIT.

No. 20,012.

INTERNATIONAL TYPOGRAPHICAL UNION, AFL-CIO,
Petitioner,
v.
NATIONAL LABOR RELATIONS BOARD,
Respondent.

No. 20,105.

DIXIE COLOR PRINTING CORPORATION,
Petitioner,
v.
NATIONAL LABOR RELATIONS BOARD,
Respondent.

On Petition to Review the Order of the National Labor Relations Board.

United States Court of Appeals
for the District of Columbia Circuit
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STATEMENT OF QUESTIONS PRESENTED.

Whether there is substantial evidence in the Record as a whole to support the Board's findings that Petitioner:

1. Violated Section 8 (a) (5) and Section 8 (a) (1) of the Act by refusing to recognize and bargain with the Union which refused to represent or include in the unit, which was otherwise appropriate, certain employees solely because of their race; and which conditioned its request for recognition upon the inclusion of Supervisors, as defined in Section 2 (11) of the Act, in the bargaining unit; and which based its claim of majority representation upon cards and authorizations obtained as a result of the activities of these same Supervisors in soliciting, and otherwise influencing, employees whom they supervised and who were aware of their supervisory authority, to sign such cards or to execute Union authorizations.

2. Violated Section 8 (a) (1) of the Act by interrogating its employees about their Union activity; threatening employees with reprisal for Union activity; suggesting the formation of a plant committee to stop the Union; or announcing and implementing necessary work in a manner consistent with its business requirements.

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BRIEF

Of Petitioner, Dixie Color Printing Corporation.

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    The Board's finding that Petitioner violated Sections 8 (a) (5) and 8 (a) (1) of the Act as a result of its unwillingness to bargain in an inappropriate unit is contrary to the evidence and contrary to law 23
    The Union sought to exclude from the bargaining unit certain employees solely because of their race; therefore the Board's findings that the Petitioner violated Sections 8 (a) (5) and (1) are not supported by substantial evidence and are contrary to law 26
    The Board, contrary to the evidence and contrary to law, found Head Pressmen to be non-supervisory employees and improperly included them in the bargaining unit while at the same time, by applying a contrary test, found the "Electrician" to be a supervisory employee and improperly excluded him from the bargaining unit. The Board's findings in this regard are contrary to the evidence and contrary to law 27

The Union organization activities of the Head Pressmen Supervisors constituted such improper and unlawful interference so as to taint and void the acceptability of the Union's authorization cards as a basis of establishing such a majority or to negate the company's good faith doubt of the Union's claim of majority status in the appropriate bargaining unit 32

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JURISDICTIONAL STATEMENT.

This case is before the Court on the Petition of the Dixie Color Printing Corporation (No. 20,105) and the International Typographical Union (No. 20,012) to review the Order of the National Labor Relations Board issued on February 14, 1966. The Board's Decision and Order are reported at 156 NLRB No. 120. This Court has jurisdiction of this proceeding under Section 10 (f) of the National Labor Relations Act, as amended (61 Stat. 136, 73 Stat. 541, 29 USC, Sec. 151 *et seq.*). The unfair labor practices found by the National Labor Relations Board occurred at Sylacauga, Alabama, where Petitioner is engaged in the printing, sale and distribution of nationally syndicated comic strips in interstate commerce.

STATEMENT OF THE CASE.

Petitioner, Dixie Color Printing Corporation, operates a plant in Sylacauga, Alabama, where it is engaged in the printing and distribution of nationally syndicated color comic strips for Sunday newspapers. The Petitioner is a subsidiary of the Greater Buffalo Press which has plants throughout the United States, many of which have union contracts with various AFL-CIO unions.

The Union's Drive to Organize Petitioner's Employees.

In the early fall of 1964, Donald M. McFee, the International Representative for the International Typographical Union (hereinafter called the "Union") was contacted by the Alabama Labor Council in Birmingham, Alabama, concerning the fact that some employees at Dixie Color Printing Corporation had signed Union cards for it, but had also expressed some interest in the Typographical Union (J. A. 21-22). After communicating with employee Bobby Gaston, McFee determined there was some interest in the Union, not only among the nonsupervisory employees but also by the Head Pressmen who are Supervisors. In fact, two of his chief organizers were Head Pressmen George Hickey and John Thomas (J. A. 171, 219-220, 223, 225-226, 282, 308, 317, 380-382). They were active and guiding forces in the Union's efforts to organize the employees. These two Head Pressmen were successful in signing up the remaining two Head Pressmen. Both of them held organizational meetings at their homes and successfully solicited employees to join up with the Union. In October of 1964 the group formed a Local Union, Sylacauga International Chapel, as an affiliate of the International Typographical Union (J. A. 156, 220, 317, 380-382). Head Pressman George Hickey was elected Secretary (J. A. 74). After the formation of the Local both Hickey and Thomas continued their organizational activities (J. A. 110, 156, 171, 308-309, 317, 380-381). As George Hickey stated, he, himself, obtained Union authorizations from between 10 and 20 of the employees, many of whom worked for him on the press (J. A. 219-220). John Thomas admitted to signing up 4 or 5 pressmen (J. A. 282). This organizational drive culminated on November 23, 1964 when the Union made its first demand for recognition (J. A. 516, 517).

The Union's Two Demands for Recognition in a Unit Limited to Production Employees and Excluding All Negro Employees.

On Monday morning, November 23, Union Representative McFee accompanied by the President of the Local Union, employee Bobby Gaston and another employee, Ronnye Jackson, visited the local Plant Manager, Joe Clinton, at the plant office (J. A. 477). McFee told Clinton that he was with the Typographical Union and represented the production employees in the plant. Clinton responded that the Company had no composing room which is in the normal jurisdiction of the Typographical Union, and that the Printing Pressmen's Union would be the logical union to represent the employees (J. A. 30-31, 482). McFee then told Clinton that the Union represented pressmen in other places, but when pressed for an answer he was unable to tell Clinton where the Union represented pressmen (J. A. 483). He stated that the Union represented pressmen at the **Fulton County (Georgia) Report**; however, when Clinton then checked this out in his copy of the **Editors and Publishers Directory**, he was unable to find the publication made reference to by McFee (J. A. 31, 483). Clinton then brought up the fact that the Typographical Union had been embroiled in jurisdictional disputes with the Printing Pressmen (J. A. 484). When McFee asked for recognition, Clinton explained that this matter was beyond his authority but that he would forward the Union's request to the Buffalo office and they would get in touch with the Union (J. A. 34, 477). At no time did Clinton agree to look into the circumstances surrounding the signing of the Petition (J. A. 486).

McFee left with Clinton a Petition containing the signatures of some of the employees and all of the Head Pressmen and a letter requesting recognition in a production unit (J. A. 516, 517). Clinton sent these to his Home Office in Buffalo, New York (J. A. 477, 499).

After having been advised by several employees that they did not desire representation by the Union, and learning that Supervisors were not entitled to participate in Union activities or be a part of a bargaining unit, Clinton—upon the advice of the counsel retained by the Home Office—answered the Union's request for recognition (J. A. 485, 492-493, 518). Clinton's letter, dated December 1, explained that not only was the requested unit inappropriate, but the Company had reason to believe that the Union had unlawfully obtained authorizations from many of its employees (J. A. 518). At this same time the Company instructed all Supervisors, including the Head Pressmen, to refrain from any Union or anti-union activity of any kind (J. A. 485, 524).

On December 4, McFee held a Union meeting in Childersburg, Alabama. Twenty-four employees were present (J. A. 42-44). Although all of the Head Pressmen had been told that as Supervisors they were not to participate in Union activities, three of the four Head Pressmen attended and participated in this meeting (J. A. 42-44). McFee told the group that the Head Pressmen had signed the first Petition but that they should not sign a second Petition that the Union was preparing (J. A. 44). McFee told the employees that the Union still wanted to represent the Production Department employees and assured everyone present that although the Head Pressmen were being instructed to leave their signatures off of this Petition, the Union would condition its recognition demand upon Head Pressmen being included in the unit (J. A. 44-45). A strike vote was taken, and everyone present—including the Head Pressmen—voted to strike in order to gain recognition in the unit requested (J. A. 46). All 24 employees present signed a second Petition; however, the Head Pressmen, on instructions from McFee, refrained (J. A. 43-44).

On December 4 the Union's attorney advised the Petitioner's attorney that the Union intended to file an election Petition with the Labor Board (J. A. 491, 499). Instead, the Union sent this second Petition, together with a letter requesting recognition and dated December 8, to the Company (J. A. 519, 520). The Company received these late in the afternoon of December 9. Again, the Union requested the Company to recognize the Union as the bargaining agent for the Production Department and specifically sought to exclude those classifications performed by Negro employees. On December 12, Clinton—again on the advice of counsel—wrote to McFee a letter denying the Union's request (J. A. 521). The letter was mailed December 12, but because of the weekend it was postmarked in Sylacauga December 14 (J. A. 492). Without waiting for an answer to their request, the Union acted on their strike vote of December 4 and went on strike. On December 16, Head Pressman George Hickey entered the plant, announced the pre-planned strike and led some of the employees out on strike (J. A. 309).

Conversation by Supervisor Horton Found to Be Violative of Section 8 (a) (1) of the Act.

During mid-November of 1964 the Plant Manager, Joseph Clinton, made a trip to Florida (J. A. 470, 472). On his return from Florida he received a phone call from one of the local merchants, Joe Dark, who told him that several of the Company's employees were talking to a lot of people in town about problems in the plant (J. A. 476). Dark did not mention anything about unions (J. A. 476). Clinton decided to check on the cause of this dissatisfaction by his employees and asked his Plant Superintendent, Leck Horton, to talk to these men in order to find out what the trouble was (J. A. 476). That same Friday night, Horton talked to seven press room employees who told him of their gripes about work and also told him that they were in a union (J. A. 436-437). In response to their gripes, Horton suggested that the employees take their problems to the Plant Manager, but he did not question them as to their Union activities; he did not interrogate them as to participation in Union activities by other employees, and he did not promise or threaten these employees (J. A. 437-439).

On Saturday, November 21, Horton informed Clinton that the employees were dissatisfied about Sunday work; that they wanted double time for Sunday and some of them were active in the "International Trade Union" (J. A. 440, 477). Until this time no Company representative, other than the four Head Pressmen who were active in the Union, had any knowledge of any Union activity among the employees (J. A. 476). On the following Monday, November 23, McFee came to the plant and presented the Union's request for recognition (J. A. 481-482).

The only other employees with whom Horton ever discussed the Union were Hugh Hickey, Oscar Roughton and Oscar Clifton. Horton told Hickey about his own personal experiences with unions at the various places he worked and stated that he felt that employees had as much job security without a union as they did with a union (J. A. 157, 337).

Findings That Petitioner Attempted to Undermine the Union in Violation of Sections 8 (a) (5) and (1) of the Act.

(a) Clinton's Meeting With Employees:

On Tuesday morning of November 24, Clinton received calls from two of his employees asking him how to get out of the Union (J. A. 478-479). Later, he received another telephone call from a businessman in town asking him to come over to Appleby's house (J. A. 479). Clinton went to Appleby's house and met three of his employees who voluntarily stated they wanted to get out of the Union (J. A. 385-388, 479-480). In addition, they told him about two other employees who also wanted to get out of the Union (J. A. 387, 481). One of the employees tried to exact a promise from Clinton that if Clinton would promise to drop Sunday work he would drop the Union (J. A. 480). Clinton did not know what his legal rights were so he called the Home Office in Buffalo and talked to an attorney for the Company who told him to get away from the house and not talk to anyone (J. A. 480-481). Clinton's only remark to these employees was that they should get themselves some competent legal advice (J. A. 481). He then left.

(b) Removal of the Ink Carriages:

Since early in 1964 when the Company had purchased a replacement for the ink carriage on the press, it had been formulating plans to remove all of the ink carriages (J. A. 467, 634-643). Due to production requirements, this could only be accomplished by shutting the press down for short periods of time and replacing one ink carriage at a time (J. A. 458, 467). Preparation for replacement of machinery was commenced many months before the advent of the Union (J. A. 451-452, 467). Production requirements were such that the only period during which the presses could be shut down was in December, January and February (J. A. 471-472). In order to accomplish this shut down, Clinton started making his production arrangements in October (J. A. 470-472). He determined the production needs to meet the increased winter circulation of Florida newspapers and worked out a satisfactory schedule for farming out some of the work to the other plants (J. A. 471-472). Since this changeover involved a major managerial problem, for which the Manager, himself, was solely responsible, Clinton, himself, undertook the task of working out the most fair and equitable way to temporarily schedule the employees (J. A. 471-473). He worked out the new schedule solely on the basis of departmental seniority and, in accordance with the normal procedure for scheduling, Clinton posted the schedule a week ahead of time (J. A. 473).

The first ink carriage was removed and the replacement satisfactorily installed during the weekend of December 4 (J. A. 474). With this success, Clinton went ahead and scheduled the installation of the second ink carriage for the following weekend (J. A. 474-475). This time, because of the successful transfer made on the first ink carriage, Clinton scheduled only two days' downtime for the installation of the second ink carriage (J. A. 474). Again, the reduced work schedule was made and carried out solely on the basis of departmental seniority (J. A. 473).

Status of Electrician Holmes.

One employee, Wilbur Holmes, handles the plant's electrical maintenance work (J. A. 408). Holmes works alone; however, on occasions he does need help in performing such routine work as "running conduit", and when this occurs then one of the Head Pressmen or the Plant Superintendent will assign him a helper (J. A. 409, 418). In addition to his electrical work, Holmes unloads ink, helps with mechanical work and "anything that comes on hand that has to be done" (J. A. 408-409). Because of his irregular hours, Holmes is guaranteed a 48 hour work week; however, he is hourly paid, keeps time sheets and receives time and one-half for all overtime hours (J. A. 409, 423, 426). Holmes has never been considered a part of management, has no authority over any other employee, and any statements he made to his fellow employees concerning the Union were his own. He was solicited to become a member of the Union and was told he would be represented by the Union (J. A. 416). The remarks attributed to Holmes were his own response to efforts to secure his authorization for Union representation.

Supervisory Status of Head Pressmen.

The comic strips are printed on one press which has a replacement value of one and half million dollars (J. A. 464). It is 18 feet high and 84 feet long and weighs approximately 84 tons. The Company operates this press 24 hours a day, seven days a week, and the average actual running time in 1964 was 158 hours per week (J. A. 465). There are four press crews, each of which comprise a crew of five or six pressmen who are directed and supervised by and responsible to the Head Pressman in charge of the crew (J. A. 207). All pressmen are instructed as to their duties and responsibilities, and a copy of the Rules for Operating Press 2022, which explains the duties and responsibilities of the Head Pressman are given to every pressman (J. A. 374-375):

> "Man in Charge: The man-in-charge will have general supervision of the entire press, the control of its operation and be responsible for the volume of its

> operation, the quality of printing and other matters explained specifically in the following rules.
>
> "Man-in-Charge: Shall have all employees on press under his authority and he must see that each is performing his duties properly in accordance with the rules . . ." (G. C. Exhibit 11) (J. A. 525).

Each of the four Head Pressmen stated that he had been instructed concerning the rules, and that he had carried them out to the best of his ability: Hickey (J. A. 209); Thomas (J. A. 263-264); Nickolson (J. A. 241, 243); Wheeles (J. A. 374-375). Due to the continuous operations, the Company requires that a Supervisor be present in the plant at all times, and between the hours of 4:30 p. m. and 7:00 a. m. the Head Pressman is the only supervisory person present in the plant (J. A. 465). During these hours the Head Pressman is directly responsible for the entire plant, including all employees working on the press, all maintenance and shipping employees who may be working at that time, and the colored plant employees who the Union would not accept as members (J. A. 375, 465).

Head Pressmen assign work (J. A. 271, 278-282); transfer employees (J. A. 212, 376); correct employees (J. A. 241, 277, 280-281); discipline employees (J. A. 277, 376), and responsibly direct the work (J. A. 215-216) (Hickey); (J. A. 241-242) (Nickolson); (J. A. 271, 277-282) (Thomas); (J. A. 375-379) (Wheeles). In addition, they grant overtime and inspect the work of the employees under their authority (J. A. 378). Part of their duties as "Man-In-Charge" requires them to inspect the work of the other pressmen and write up reports (J. A. 249-250, 268-270, 378-380, 525). Pressmen have certain upkeep maintenance that they must periodically perform and report. Part of the Head Pressman's responsibility is to inspect this work and countersign all work reports.

As the instructions given to the pressmen state, the Head Pressman has responsibility not only for the entire press and control of its operations, which include responsibility for volume and quality, but also the Head Pressman is responsible for seeing that all employees under his authority are performing their job (J. A. 525). As one Head Pressman presented by General Counsel for the Board stated when asked about what supervision is in the plant on a regular basis at night, "I am there. I am over the press" (J. A. 213). Further, he answered, "I am responsible for the volume of production" (J. A. 215).

Participation in Union activities by Supervisors has been found by the Board to be violative of the National Labor Relations Act, and is also a violation of the laws of the State of Alabama;[1] moreover, the Board, under the terms of the Act, is prohibited from including Supervisors in a bargaining unit of employees as that term is defined in the Act; therefore, after the Petitioner received the Union's first request for recognition and found that some of its Supervisors were participating in Union activities, Plant Manager Clinton called the four Head Pressmen into the office and advised them that as Supervisors they were not allowed to carry on Union activities (J. A. 485-486).

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[1] Title 26, Sec. 391 of 1940 Alabama Code Annotated, revised 1958.

STATEMENT OF POINTS.

1. The unit as sought by the Union in its bargaining requests was inappropriate; therefore, the Board's findings that Petitioner violated Sections 8 (a) (5) and (1) are not supported by substantial evidence and are contrary to law.

2. The Union sought to exclude from the bargaining unit certain employees solely because of their race; therefore, the Board's findings that the Petitioner violated Sections 8 (a) (5) and (1) are not supported by substantial evidence and are contrary to law.

3. The Board erroneously found "Head Pressmen" to be non-supervisory employees and improperly included them in the bargaining unit; therefore, the Board's findings that the Petitioner violated Sections 8 (a) (5) and (1) are not supported by substantial evidence and are contrary to law.

4. The Board erroneously found the "electrician" to be a supervisory employee and improperly excluded him from the bargaining unit; therefore, the Board's findings that the Petitioner violated Sections 8 (a) (1) and (5) are not supported by substantial evidence and are contrary to law.

5. The Union organizational activities of the Head Pressmen Supervisors constitute improper and unlawful interference so as to taint and void the Union's authorization cards; therefore, the Board's findings that the Petitioner violated Sections 8 (a) (5) and (1) are not supported by substantial evidence and are contrary to law.

6. The Board's findings that Petitioner violated Section 8 (a) (1) of the Act by interrogation, threats and suggestions of a plant committee are not supported by the evidence and are contrary to law.

7. The Board's findings that Petitioner's economically motivated decision to remove the ink carriages violated Sections 8 (a) (1) and (5) are not supported by the evidence and are contrary to law.

8. The Board's findings that the employees' walkout on December 16, 1964, was an unfair labor practice strike are not supported by the evidence and are contrary to law.

STATUTES INVOLVED.

National Labor Relations Act, as Amended

Section 2 (11)—Definitions

The term "supervisor" means any individual having authority, in the interest of the employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibly to direct them, or to adjust their grievances, or effectively to recommend such action, if in connection with the foregoing the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

Section 7—Rights of Employees

Employees shall have the right to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, and shall also have the right to refrain from any or all of such activities except to the extent that such right may be affected by an agreement requiring membership in a labor organization as a condition of employment as authorized in section 8 (a) (3).

Section 8 (a)—Unfair Labor Practices

It shall be an unfair labor practice for an employer—

(1) to interfere with, restrain, or coerce employees in the exercise of the rights guaranteed in section 7;

(3) by discrimination in regard to hire or tenure of employment or any term or condition of employment to encourage or discourage membership in any labor organization: Provided, That nothing in this Act, or in any other statute of the United States, shall

preclude an employer from making an agreement with a labor organization (not established, maintained, or assisted by any action defined in section 8 (a) of this Act as an unfair labor practice) to require as a condition of employment membership therein on or after the thirtieth day following the beginning of such employment or the effective date of such agreement, whichever is the later, (i) if such labor organization is the representative of the employees as provided in section 9 (a), in the appropriate collective-bargaining unit covered by such agreement when made, and (ii) unless following an election held as provided in section 9 (e) within one year preceding the effective date of such agreement, the Board shall have certified that at least a majority of the employees eligible to vote in such election have voted to rescind the authority of such labor organization to make such an agreement: Provided further, That no employer shall justify any discrimination against an employee for non-membership in a labor organization (A) if he has reasonable grounds for believing that such membership was not available to the employee on the same terms and conditions generally applicable to other members, or (B) if he has reasonable grounds for believing that membership was denied or terminated for reasons other than the failure of the employee to tender the periodic dues and the initiation fees uniformly required as a condition of acquiring or retaining membership.

(5) to refuse to bargain collectively with the representatives of his employees, subject to the provisions of section 9 (a).

Section 8 (c)—Unfair Labor Practices

The expressing of any views, argument, or opinion, or the dissemination thereof, whether in written, printed, graphic, or visual form, shall not constitute or be evidence of an unfair labor practice under any of the provisions of this Act, if such expression contains no threat of reprisal or force or promise of benefit.

Section 9 (a)

Representatives designated or selected for the purposes of collective bargaining by the majority of the employees in a unit appropriate for such purposes, shall be the exclusive representatives of all the employees in such unit for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, or other conditions of employment. . . .

Section 9 (b)

The Board shall decide in each case whether, in order to assure to employees the fullest freedom in exercising the rights guaranteed by this Act, the unit appropriate for the purposes of collective bargaining shall be the employer unit, craft unit, plant unit, or subdivision thereof. . . .

Alabama Statute.

Title 26, Section 391, Code of Alabama, 1958

Executive, etc., employee not to be member of labor organization. It shall be unlawful for any executive, administrative, professional, or supervisory employee to be a member in, or to be accepted for membership by, any labor organization, the constitution and by-laws of which permit membership to employees other than those in executive, administrative, professional, or supervisory capacities, or which is affiliated with any labor organization which permits membership to employees other than those in an executive, administrative, professional, or supervisory capacity. The provisions of this section shall not be construed so as to interfere with or void any insurance contract now in existence and in force (1943, p. 258, Section 16, appvd. June 29, 1943).

SUMMARY OF ARGUMENT.

The Board's findings that the Petitioner violated Section 8 (a) (5) and (1) of the Act are not supported by substantial evidence in the Record considered as a whole, and are contrary to law.

1.

On November 23, 1964, the Union requested recognition of the Petitioner on the basis of representation authorizations which had been obtained by or with the assistance of certain of the Company's supervisory employees. The "bargaining unit" in which recognition was sought was not appropriate. It excluded an entire area of production —the Plating Department and the Maintenance Department, which was predominantly composed of Negro employees. It was also patently improper because it included supervisory personnel. After being apprised by the Company that it believed the unit sought was inappropriate, the Union's Counsel advised the Company that the Union would file a Representation Petition with the Board for a determination of the appropriateness of the unit; however, the Union, instead of filing such a Petition, again made a second demand for recognition in the same inappropriate unit. It conditioned both demands upon recognition of and in the inappropriate unit sought, and no other unit.

The differences between Petitioner and the Union over the unit composition concerned at least 12 employees. That this was a substantial dispute as to unit composition is best established by the fact that the Board, albeit in some particulars, we submit, erroneously, ultimately found that there were 34 employees in the appropriate unit.

2.

The Union sought to exclude from the appropriate unit a number of employees solely because of their race. The Union illegally and improperly attempted to exclude Negro employees from inclusion in the unit in which it demanded recognition under such various guises as a claim that they had no "community of interest with the other employees"; that one of the Negro employees was a "supervisor"; and that the work performed by Negro Maintenance employees was "janitorial".

3.

The Board erroneously found that Head Pressmen, who obtained many, and participated in securing other, Union authorization cards from their employees, were not Supervisors. Head Pressmen are in charge of the press crews, and at night they are solely in charge of and responsible for the operation of the entire plant. This was true long prior to the instant controversy. Each Pressman and each Head Pressman had been informed by written instructions that the Head Pressman has supervision of the entire press and the control of the press' operation, and is responsible for seeing that each Pressman performs his duties properly in accordance with the Company's rules. While finding, contrary to the evidence, that Head Pressmen who are in charge of and directly responsible for entire press crews are not Supervisors, in direct contradiction to Section 2 (11) of the Act, the Board at the same time, by giving a different construction to Section 2 (11) of the Act, found Wilbur Holmes, the Electrician, to be a Supervisor. The evidence showed that Holmes' duties are limited to performing electrical work and he has no authority over any other employee as to wages, hours, working conditions, or direction of their work. The Board nonetheless included Head Pressmen in the unit as not being Supervisors, and excluded Holmes as a Supervisor.

Both of such holdings are contrary to the evidence and represent improper application and interpretation of Section 2 (11) of the Act.

4.

A condition precedent to a valid demand for recognition is proof that a majority of the employees in an appropriate unit gave valid and uncoerced authorizations to the Union to be their collective bargaining representative. Not only did the Union here condition its recognition upon inclusion of Supervisors in the unit, but the Union authorizations were obtained by the active participation and solicitation of these employees by their Supervisors. Under the teachings enunciated by Court and Board decisions, authorizations of, or obtained by, Supervisors are not to be counted in determining the validity of the Union's claimed status. The rationale of this Court in finding that supervisory participation in union affairs results in an unfair labor practice by the Company in violation of Section 8 (a) (2) and (1) of the Act is fully applicable here.

5.

Supervisory participation in Union activities of nonsupervisory employees is contrary to the express provisions of the National Labor Relations Act and the laws of the State of Alabama. The Board's findings that Petitioner violated Section 8(a) (1) of the Act when the Manager advised all of its Supervisors, including Head Pressmen, not to engage in Union activities is clearly erroneous. The Board's findings of independent violation of Section 8 (a) (1) is not supported by the evidence and is in conflict with the terms of the Act.

On November 20, three nights before the Union made its first request for recognition, Superintendent Horton, without any prior knowledge of Union activities, discussed working conditions with some employees. When they indicated some dissatisfaction, Horton suggested that they take these problems to the Plant Manager. Even after employees volunteered that they were engaged in Union activities, he made no promises of any kind to them. Moreover, the Board's finding that Horton's statements on November 20 violated Section 8 (a) (1), without support of substantial evidence, could not be used to support an 8 (a) (5) violation since such alleged statements admittedly occurred three days before the Union's demand and before Petitioner had knowledge of Union activity. Supervisor Horton's subsequent conversations with employees Hickey, Roughton and Clifton were mere expressions of his opinion and protected free speech under Section 8 (c) of the Act. Any statements that may have been made by Electrician Wilbur Holmes, a non-supervisory employee who was solicited to become a Union member, cannot be properly charged to Petitioner as a violation of the Act on its part.

7.

The Board found that Petitioner's decision to install new ink carriages on its press was economically justified, and that Petitioner had no discriminatory motivation in effecting the temporary changed work schedule. However, the Board improperly ruled that this economically necessary change in scheduling interfered with the employees' rights, in violation of Section 8 (a) (1), and that Petitioner's failure to bargain with the Union concerning this matter was in violation of Section 8 (a) (5). For the Board to find that Petitioner was economically justified, had no discriminatory motive and followed strict seniority as to all scheduling, and then to find that this interfered with employee's rights, in violation of Section 8 (a) (1) of the Act is we submit improper on its face. As to the Board's findings that Petitioner violated Section 8 (a) (5) and (1) of the Act by not bargaining with the Union concerning the installation of the inking carriages, this finding erroneously assumes that an economically motivated business decision which did not materially affect employees' working conditions is a matter for bargaining. This is erroneous, even if it is assumed that the Union had been properly designated in an appropriate unit at the time in question; moreover, it overlooks the undisputed fact that the decision as to the modification of the ink carriages, and as to the timing of the modification was made long before the Union appeared on the scene.

8.

The Company had valid reasons to question the appropriateness of the unit and the validity of the Union's claim of majority status. Opposition to the Union, especially in view of its tactics employed in this case, do not reflect upon the *bona fides* of this doubt. Even if the Union **in fact**, had achieved a freely designated majority, the Company had adequate reasons to doubt the validity of its asserted claim of majority status and to deny recognition until the Board resolved the substantial unit questions and resolved the doubt as to the authorization cards expressing the desires of the employees by a secret ballot election, as contemplated by the Act in such situations.

9.

The Union called a strike in order to force the Petitioner to grant recognition in an inappropriate bargaining unit which it deliberately contrived in an effort to exclude Negro employees; to exclude other non-supervisory employees; and to include supervisory employees. The Union was unwilling to use the normal representation processes of the Act to determine the appropriate unit and validate its claim of representation of a majority of Petitioner's employees. The Board's findings that the strike called on December 16 was an unfair labor practice strike is, as a consequence, in error and should be rejected.

ARGUMENT.

The Evidence in the Record Does Not Support the Board's Order as a Matter of Fact or as a Matter of Law.

This case involves an attempt on the part of a union, which has never represented a valid majority of the employees in an appropriate unit, to force the Company to give it recognition in an inappropriate unit. In order to organize the employees, the Union availed itself of the active solicitation by and the influence of certain Company Supervisors in having them sign up certain employees and persuade others directly or indirectly to support the Union. Then, after unlawfully obtaining these authorizations through supervisory employees, the Union set about to gain recognition in a unit which was not only inappropriate, but also patently invalid in that it sought to force acceptance of a unit which included supervisory employees, and at the same time excluded all Negro employees under the guise of their "having no community of interest" with the white employees. A union which seeks to claim bargaining rights concerning an employer under Section 8 (a) (5) of the Act must show that it has been designated by a valid majority of the employees; that the unit for which it seeks representation is appropriate, legally constituted; and that there has been both a demand that the employer bargain and a refusal of recognition by the employer without any good faith doubt as to the union's majority status. **United Mine Workers Union of America v. Arkansas Oak Flooring Co.**, 351 U. S. 62 (1955).

Clearly, the Supreme Court has held that it is illegal for an employer to recognize or bargain with the union which does not represent a valid majority of its employees. **International Ladies' Garment Workers' Union v. NLRB**, 366 U. S. 731 (1961).

After the Union's demand was received in the instant matter, the Company promptly responded and advised the Union that it considered the unit inappropriate and expressed serious doubts as to whether or not the Union's purported majority was lawfully obtained and without coercion. The evidence, we submit, is uncontradicted that without participation of the Head Pressmen, the Union could not and would not have obtained, or represented, a valid majority of the employees. Moreover, the Board's own findings, as will be shown hereinafter, conclusively show that the unit upon which the Union based its request was inappropriate in other respects.

The Board's Finding That Petitioner Violated Sections 8 (a) (5) and 8 (a) (1) of the Act as a Result of Its Unwillingness to Bargain in an Inappropriate Unit Is Contrary to the Evidence and Contrary to Law.

The Union's two requests for recognition were conditioned upon recognition in a unit limited to certain production employees and Supervisors, but excluding all other employees. The Union limited its request to Head Pressmen Supervisors, Journeymen and Apprentices performing press room, stereotype room, and mailing room work.

Once having defined the unit sought and making its demand on that basis, the Union has established the frame of reference for measuring the validity of its demand. As the Union Representative, McFee, stated, his request was conditioned upon the Company recognizing the Union in the unit sought **and in no other unit** (J. A. 92).

The Board has always held that failure to request recognition in an appropriate unit relieves any legal obligation upon an employer to recognize and bargain with the Union. **In re C. L. Bailey Grocery Co.**, 100

NLRB 576, 579; Accord, **In re Sportswear Industries, Inc.**, 147 NLRB No. 758; **In re Columbine Beverage Co.**, 138 NLRB 1297; **In re Smith Transfer Company, Inc.**, 100 NLRB 834.

Nevertheless, in this case the Board erroneously ruled that the Union's failure to include appropriate categories of employees in the unit requested was only a "minor variance" which would not affect its finding of the refusal to bargain in violation of Section 8 (a) (5) of the Act. Clearly, such finding is not only unsupported by the evidence, but is arbitrary and unreasonable. While this Court has always recognized the Board's administrative authority to determine the appropriateness of a bargaining unit, it has ruled that the Board may not act arbitrarily in such matters. **Brewery and Beverage Drivers and Workers, Local No. 67 v. NLRB**, 257 F. 2d 194 (CA DC, 1958).

The Union's request sought to exclude the entire Maintenance and Plating Departments and to include four supervisory employees, the Head Pressmen. Not only did the Union seek to include these four Supervisors in the unit, it also sought to exclude eight employees—the Plating and Maintenance Departments—whom the Board found to be properly included. Clearly, the Board's characterization of this as a "minor variance" was arbitrary and unsupportable. These twelve employees constituted a substantial percentage of the total unit, which the Board found to include a total of 34 employees.

Moreover, when a union conditions its demand for recognition upon the inclusion of Supervisors in a bargaining unit, a company's refusal to bargain is not violative of Section 8 (a) (5) of the Act; 29 USCA 158 (a) (5). **Deaton Truck Lines, Inc. v. NLRB**, 337 F. 2d 697 (CA 5, 1964), which affirmed the Board's findings in **In re Deaton Truck Lines, Inc.**, 143 NLRB 1372. Accord. **West Penn Power Co. v. NLRB**, 337 F. 2d 993 (CA 3, 1964); **NLRB v. Houston Chronicle Publishing Co.**, 211 F. 2d 848 (CA 5, 1954); **NLRB v. Hannaford Brothers Co.**, 261 F. 2d 638 (CA 1, 1958); **NLRB v. Bedford-Nugent Corp.**, 317 F. 2d 861 (CA 7, 1963).

The Court of Appeals for the Second Circuit has held that an employer has no duty to bargain concerning a unit which includes Supervisors:

> ". . . We think the Board may properly decide that when a union seeks to organize some persons as to whom the employer may lawfully resist and some as to whom, in view of Kelly Brothers' concession, we shall assume it could not, the employer has committed an unfair labor practice if it engages in coercive or discriminatory tactics with respect to the latter, as Kelly Brothers seems to have done in a few instances here. Whether the Board may find a refusal to bargain under such circumstances is a different matter—if a union insists on speaking on behalf of persons for whom it cannot properly so insist, an employer cannot be faulted for refusing to bargain . . ."
>
> **NLRB v. Kelly Brothers Nurseries, Inc., 341 F. 2d 433, 440 (CA 2, 1965.)**

See also, **Ohio Power Co. v. NLRB**, 176 F. 2d 385 (CA 6, 1949), at p. 388:

> "That the decision of the Board that the petitioner was guilty of unfair labor practice in refusing to bargain with the representative of a unit which included control operators (supervisors) is vacated and set aside."

The Court of Appeals for the Ninth Circuit ruled that a similar attempt by the Labor Board to exclude a small percentage of the employees from the bargaining unit was arbitrary and capricious. The Court refused to affirm an Order to bargain in this case. **NLRB v. Convair Pomona**, 286 F. 2d 691 (CA 9, 1961).

The Union Sought to Exclude From the Bargaining Unit Certain Employees Solely Because of Their Race; Therefore the Board's Findings That the Petitioner Violated Sections 8 (a) (5) and (1) Are Not Supported by Substantial Evidence and Are Contrary to Law.

Beginning with its first request for recognition, the Union consistently sought to exclude Negro employees from the bargaining unit through various devices. When the Union made each of its two requests for recognition, it expressly conditioned these requests upon a demand that **all** Maintenance employees should be excluded. When the General Counsel for the Board issued its Complaint, he proceeded on the theory that Maintenance employees should be included with the Production employees. At that juncture of the proceedings, the Union shifted its contention and sought to support its effort to maintain a segregated unit by attempting to exclude the Negro employees on the assertion that they had no community of interest with the other employees. Although the Trial Examiner ruled that the colored Maintenance employees had no community of interest with the other employees, the Board reversed the Trial Examiner's findings and included the colored Maintenance employees in the unit, along with all other Maintenance employees.

The Supreme Court has long held that federal labor legislation imposes a duty upon a union to represent all employees of a bargaining unit without discrimination; **Graham v. Brotherhood of Locomotive Firemen and Enginemen, No. 16,** 338 U. S. 232 (1949); **Steel v. Louisville & Nashville Railroad Company,** 323 U. S. 192 (1944).

In **In re Local Metal Workers (Hughes Tool Company),** 147 N. L. R. B. No. 166, the Board held that the processes of the National Labor Relations Act as amended cannot be used to render aid to any union to act as a statutory bargaining representative when it follows or attempts to follow a discriminatory racial policy. The Board has always held that race is no justification for excluding em-

ployees from an otherwise appropriate unit; **In re Andrews Industries, Inc.**, 105 N. L. R. B. 946; **In re Crescent Bed Company, Inc.**, 29 N. L. R. B. 34; **In re Union Envelope Company**, 10 N. L. R. B. 1147.

The Employer was within its legal rights in refusing to acknowledge as appropriate, or bargain about, a unit which sought to exclude its colored employees solely on the basis of their race. Concurrence in the Union's effort to exclude the colored employees from the bargaining unit would have deprived them of the right to participate in seniority benefits and promotions within the bargaining unit; it would have resulted in their being discriminated against by denying them, because of race, opportunities for advancement available to white bargaining unit employees.

An agreement to recognize the Union's requested unit under the conditions demanded by it would have been in direct violation of Title VII of the Civil Rights Act, 78 Stat. 241, 42 U. S. C. 2000 (e), as well as a violation of the National Labor Relations Act as interpreted by the Board and Courts.

The Board, Contrary to the Evidence and Contrary to Law, Found Head Pressmen to Be Non-Supervisory Employees and Improperly Included Them in the Bargaining Unit While at the Same Time, by Applying a Contrary Test, Found the "Electrician" to Be a Supervisory Employee and Improperly Excluded Him From the Bargaining Unit. The Board's Findings in This Regard Are Contrary to the Evidence and Contrary to Law.

Each of the four Head Pressmen testified that he and all Pressmen at the time of their hire were given the Company Rules for Operating the Press, which rules specifically state that the Head Pressman on the shift has responsibility for and authority over all press room employees. This includes the responsibility to enforce all Company rules and regulations. Each Head Pressman admitted, and it is undenied in the Record, that he carried out these duties to the best of his authority and ability. Nevertheless, the Board upheld, without explanation, the Trial Examiner's finding that the Head Pressmen were not Supervisors because "the pressmen regarded the head press men more as lead men than supervisors, and that in fact head press men were never given and never exercised the authority of supervisors as defined in the Act" (J. A. 661).

The Trial Examiner found, and the Board affirmed, that the Head Pressmen were never told that they were supervisors until December 1, 1964. The Trial Examiner failed to even consider the instructions and rules for operating the press which are given to all individuals working on the press at the time of hire. As these rules state:

> "MAN IN CHARGE: The man-in-charge will have general supervision of the entire press, the control of its operation, and be responsible for the volume of production, the quality of printing and other matters explained specifically in the following rules.
>
> "MAN-IN-CHARGE: Shall have all employees on press under his authority and he must see that each is performing his duties properly in accordance with the rules . . ." (Emphasis supplied).

Further, the Trial Examiner failed to consider that each of the four Head Pressmen or Man-In-Charge stated that he knew about the rules; that the employees were issued these rules too, and that he had carried them out to the best of his ability; Hickey (J. A. 209-210); Thomas (J. A. 263-264); Nickolson (J. A. 241-242) and Wheeler (J. A. 374-376).

Although Head Pressmen do not have the authority to hire or discharge employees, they do have authority to discipline employees, up to and including sending them home, which means they are suspended without pay. Since they must exercise independent judgment not only in disciplining employees and assigning overtime as well as in directing the work of the entire press crew, it is clear that these Head Pressmen are supervisors. See **In re Research Designing Service, Inc.**, 141 NLRB 211; **In re National Gypsum Co.**, 139 NLRB 916; **In re Inland Motor Corp. of Virginia**, 138 NLRB 516.

The Board completely rejected the uncontradicted evidence that the Head Pressmen are clothed with this authority and failed to consider its own outstanding precedents that under the definition of "supervisor", as contained in Section 2 (11) of the Act, the status of a person depends upon the existence of the specified authority and not upon the frequency of exercise. **In re Mississipppi Valley Barge Line Co.**, 151 NLRB No. 74; **In re Hirsch Broadcasting Co.**, 116 NLRB 1780; **In re Yamada Transfer**, 115 NLRB 1330; **In re Saunders Tool & Die Co.**, 101 NLRB 263; **In re United States Gypsum Company**, 93 NLRB 91.

The Courts have uniformly held:

> ". . . it is the fact of possession of the (supervisory) power, regardless of its non-exercise that is determinative . . ."
>
> **NLRB v. Leland Gifford Co., 200 F. 2d 620, 625 (C. A. 1, 1952).**

Accord, **NLRB v. Beaver Meadow Co.**, 215 F. 2d 247 (C. A. 3, 1954); **Ohio Power Co. v. NLRB**, 176 F. 2d 385 (C. A. 6, 1949), cert. denied 338 U. S. 899; **NLRB v. Southern Airways Company**, 290 F. 2d 519 (C. A. 5, 1961); **Eastern Greyhound Lines v. NLRB**, 337 F. 2d 84 (C. A. 6, 1964).

Moreover, the Board's findings in this regard ignore the uncontradicted evidence that everyone in the press room had been instructed and was well aware of the supervisory duties and responsibilities of the Head Pressmen. As the Court of Appeals for the Sixth Circuit stated concerning the Court's power to determine whether the Board's findings are supported by substantial evidence:

"From this we can only conclude that the Board simply ignored the testimony contrary to its conclusion. But even if we assume the Board considered and intentionally discredited such testimony, we are unable to accept its determination. We recognize that ordinarily the credibility of witnesses is a matter to be determined by the Board and its hearing officers rather than a reviewing court. Compare NLRB v. Walton Mfg. Co., 369 U. S. 404, 82 S. Ct. 853, 7 L. Ed. 2d 829 (1962) (per curiam). This legal generality, however, does not relieve us from exercising the powers or performing the duties that are ours under the substantial evidence rule as declared by the Supreme Court in Universal Camera. We have recently reviewed the relevant cases and announced that '(i)n a proper case this Court may decline to follow the action of an examiner in crediting and discrediting testimony, even though the Board has adopted the Examiner's findings.' NLRB v. Elias Bros. Big Boy, Inc., 327 F. 2d 421, 426 (C. A. 6, 1964). For emphasis, we repeat the Board's statement that 'there is no probative evidence that any weight is given to a dispatcher's recommendations,' and the assertion in its brief in this Court that 'on this point (the weight accorded dispatchers' recommendations) the company failed to produce **any evidence.**' In view of the clear fact that there is substantial oral and documentary evidence supporting the company's position in this regard, we can only guess that the quoted statements are the Board's way of saying that the company's testimony was completely incredible. If so, neither the Board nor the Examiner who received the evidence has given expression to any reason for finding cogent evidence incredible. Assuming the Board meant to do so, we cannot conscientiously follow its lead" (Emphasis original).

Eastern Greyhound Lines v. NLRB, 337 F. 2d 84, 90 (C. A. 6, 1964).

The provisions of the National Labor Relations Act, as amended, defining Supervisors specify a number of varying attributes, the possession of any one of which brings an employee within this definition. The Courts have held consistently that the various powers and indicia of supervision specified in Section 2 (11) are to be considered disjunctively. See:

> "We agree that Section 2 (11) must be real disjunctively and that possession of any one of the Section 2 (11) powers will make one a supervisor . . ."
>
> **NLRB v. Whitin Machine Works, 204 F. 3d 883, 886 (C. A. 1, 1953).**

See also **NLRB v. Edward G. Budd Mfg. Co.**, 169 F. 2d 571 (C. A. 6, 1948), cert. denied sub nom **Foreman's Association of America v. Edward G. Budd Manufacturing Co.**, 335 U. S. 908 (1949); **Ohio Power Co. v. NLRB,** *supra.*

Leadmen who are responsible for the conduct of their employees are Supervisors within the meaning of Section 2 (11) of the Act. **NLRB v. Supreme Dyeing & Finishing Corp.**, 340 F. 2d 493 (CA 1, 1965); **NLRB v. Schill Steel Products, Inc.**, 340 F. 2d 568 (CA 5, 1965); **NLRB v. Hamilton Plastic Molding Co.**, 312 F. 2d 723 (CA 6, 1963).

As Head Pressman George Hickey testified when asked who was responsible for the plant at night, "I am in charge," and, in fact, Head Pressmen are the only supervisory personnel in the plant between 4:30 p. m. and 7:00 a. m. As the First Circuit Court of Appeals stated:

> "In this case we regard it of considerable importance that if the petitioners were not supervisors the company's employees were entirely without supervision a large part of the time."
>
> **Vega v. NLRB,** 341 F. 2d 576 (CA 1, 1965).

The Board improperly ignored this point and, more importantly, completely rejected the undisputed evidence that each Head Pressman had been instructed as to his supervisory authority.

The evidence clearly established that Wilbur Holmes, the Plant Electrician, spends nearly all of his time working alone. On those occasions when Holmes needs help with routine, menial tasks, such as "running conduit," the Plant Manager, Plant Superintendent, or one of the four Head Pressmen assign one of the pressmen who happens to be available to help him. On the one hand, the Board sought to base its finding that Holmes was a Supervisor upon the single incident that Holmes, who is responsible for keeping tow motors repaired, on one occasion reported to the Manager that a tow motor was being misused by one of the employees; yet, on the other hand, the Head Pressmen, who responsibly direct the work, assign work duties, transfer employees, grant overtime to employees, correct and discipline employees, were found not to be Supervisors. We submit that to inconsistently find the Electrician to be a Supervisor, even though he has no employees under his authority, and to find the Head Pressmen, who are admittedly in charge of an entire crew, constituted a clear abuse of the Board's purported informed discretion.

We respectfully submit that in applying the tests prescribed in Section 2 (11) of the National Labor Relations Act, as amended, it is incumbent upon the Board to at least apply them consistently in the same controversy and within the same plant. This the Board has not done here.

The Union Organization Activities of the Head Pressmen Supervisors Constituted Such Improper and Unlawful Interference So as to Taint and Void the Acceptability of the Union's Authorization Cards as a Basis of Establishing Such a Majority or to Negate the Company's Good Faith Doubt of the Union's Claim of Majority Status in the Appropriate Bargain Unit.

Three of the Head Pressmen openly admitted their Union activities. Head Pressmen Hickey and Thomas admitted to holding meetings at their homes, soliciting Union authorizations from the employees, and actively leading the Union campaign. In fact, George Hickey admitted to signing up between twenty and thirty employees. Employees themselves corroborated this testimony and the Record conclusively shows that the majority of the Union's authorizations were directly obtained by these Head Pressmen.

The Board has consistently held that supervisory participation in union organizational activities taints union authorization cards for the purpose of establishing the union's majority representative status. **In re Insular Chemical Corporation,** 128 N. L. R. B. 93; **In re The Diversey Corporation,** 139 N. L. R. B. 572; **In re Wolfe Metal Products Corporation,** 119 N. L. R. B. 659; **In re Heck's, Inc.,** 156 N. L. R. B. No. 73.

While this Court recently declined to void all authorization cards upon a showing that one supervisor solicited **one** card (**United Auto Workers v. NLRB,** ... F. 2d ... (62 L. R. R. M. 2361) (CA DC, 1966)), we submit that that case, however, involved very limited activity on the part of one supervisor while the facts in this case conclusively show that three supervisors were the guiding lights of the Union's organizational drive. Clearly, authorizations solicited by the Head Pressmen were invalid:

> "However, if Papania and Heis were supervisors, the bargaining authorizations solicited by them from the employees would be invalid, and the union would not have had a majority authorizing it to act as bargaining agent."
>
> **NLRB v. Hamilton Plastic Molding Company,** 312 F. 2d 723 (CA 6, 1963).

See also **NLRB v. Lord Baltimore Press, Inc.,** 300 F. 2d 671 (CA 4, 1962).

This Court has clearly recognized that participation in Union affairs by a company's supervisors, even though they were acting in their own behalf as opposed to the employer's behalf, and even though their actions were not authorized or subsequently ratified, nonetheless results in a violation of Section 8 (a) (1) and (2) of the Labor Management Relations Act of 1947 (Taft-Hartley Act), 29 U. S. C. A., Section 158 (a) (1, 2). These Sections of the Act prohibit an employer, through its supervisors or otherwise, to interfere with the exercise of employee rights guaranteed in Section 7 of the Act to organize and bargain collectively and prohibit employer interference with the **formation** of a labor organization. **Local 626, etc., Plumbing & Pipe Fit. Ind. of U. S. v. NLRB**, 287 F. 2d 354 (CA DC, 1961).

The Court recognized that Section 14 (a) of the Act permitted supervisory employees to become or remain members of a labor organization, but the Court further recognized that the legislative history and the teachings of the Supreme Court did not guarantee supervisors the right of active participation. Thus, the Court upheld and enforced an Order by the Board adjudging the company in violation of Section 8 (a) (2) for interfering with employees' rights by the presence of its supervisors as members of the union's bargaining committee. In the instant case, we are not concerned with participation in the bargaining process, but, rather, with the more central and specifically forbidden act of interference with the **formation** or **selection** of a union. The following excerpts from this Court's Opinion in the **Local 626** case are pertinent here:

> ". . . We agree with the Board that strict principles of agency are not to be applied in determining employer responsibility, under the Act, for union activities of supervisory employees . . .
>
> "In International Association of Machinists, etc. v. National Labor Relations Board, 1940, 311 U. S. 72, 80, 61 S. Ct. 83, 88, 85 L. Ed. 50, the Supreme Court said:
>
> " 'The employer * * * may be held to have assisted * * * a union even though the acts of the so-

> called agents were not expressly authorized or might not be attributable to him on strict application of the rules of *respondeat superior.* We are dealing here not with private rights * * * nor with technical concepts pertinent to an employer's legal responsibility to third persons * * * but with a clear legislative policy to free the collective bargaining process **from all taint of an employer's compulsion, domination, or influence'** (Emphasis original).
>
> * * * * * * *
>
> "As the Supreme Court said in International Association of Machinists, supra, 311 U. S., at page 80, 61 S. Ct. at page 88:
>
> " '(I)nterference must be determined by careful scrutiny of all the factors, often subtle, which restrain the employees' choice * * *.'
>
> "We think that active participation in union affairs by supervisors was aptly characterized as 'interference' by the Board. We also agree with the Board in charging the interference thus found to the respondent employers. 'The policy of the Act is to insulate employees' jobs from their organization rights.' Radio Officers' Union, supra, 347 U. S. at page 40, 74 S. Ct. at page 335. 'We are dealing here * * * with a clear legislative policy to free the collective bargaining process from all taint of an employer's * * * influence.' Machinists, supra, 311 U. S. at page 80, 61 S. Ct. at page 88."
>
> **Local 626, etc., Plumbing & Pipe Fit. Ind. of U. S. v. NLRB,** *supra,* **at pages 359-361.**

The Court concluded:

> ". . . We therefore hold that one who is barred from participating in collective bargaining in a particular union has no statutorily protected right to participate actively in that union. Since we have held above that participation by supervisors is 'interference' unless protected by statute, and that such par-

ticipation is not protected by statute, the action of the Board in these cases was proper."

Local 626, etc., Plumbing & Pipe Fit. Ind. of U. S. v. NLRB, *supra*, **at page 362.**

In the **Local 626** case, this Court was concerned with supervisory employees in the construction industry and recognized that there was a flexibility in supervisory assignments in that industry, establishing guide lines for the Board to consider in making decisions as to whether or not active participation by construction industry foremen would subject the foremen's employer to violations of Section 8 (a) (1) and (2) of the Act, and remanded the case to the Board for further review in the case of one supervisory employee. On remand, the Board reaffirmed its original view that even the mere act of attending meetings and voting in union elections constituted interference with the internal affairs of the union and violated Section 8 (a) (2) and (1) of the Act. **In re Detroit Association of Plumbing Contractors**, 132 NLRB 658.

This Court's rationale in **Local 626** has been followed by other Courts of Appeal involving similar situations. See, for example, **NLRB v. Anchorage Businessmen's Association**, 289 F. 2d 619 (CA 9, 1961); **NLRB v. Employing Bricklayers' Ass'n. of Del. Val. & Vic.**, 292 F. 2d 627 (CA 3, 1961); **NLRB v. Thompson Ramo Wooldridge, Inc.**, 305 F. 2d 807 (CA 7, 1962); **NLRB v. Arkansas-Louisiana Gas Company**, 33 F. 2d 790 (CA 8, 1964).

In the Decision of the Court of Appeals for the Third Circuit in **Employing Bricklayers**, *supra*, that Court held, *inter alia*, that the participation of supervisory employees in the selection of union officers and bargaining representatives constituted a prohibited interference with union affairs, even without the showing of improper conduct, and resulted in a Section 8 (a) (2) and (1) violation on the part of the employer. In upholding the Board's Order, the Corut said:

> "The Board premised its holding in the instant case on its decision in Nassau & Suffolk Contractors' Ass'n, Inc., 118 NLRB 174, 183-184 (1957), which enunciated the rule, now shown as the Nassau doctrine, that the mere act of voting in a union election by employer officers and supervisory employees constitutes a form of 'interference' with the administration of the union in violation of the Act.
>
> "The Court of Appeals for the District of Columbia Circuit, in Local 636 of Journeymen and Apprentices of Plumbing & Pipe Fitting Industry, etc. v. NLRB, 109 U. S. App. D. C. 315, 287 F. 2d 354, decided January 19, 1961, has subscribed to the Nassau doctrine. In doing so, after pointing out that Section 8 (a) (1) and (2) of the Act define as unfair labor practices (1) employer interference with the exercise of rights guaranteed by Section 7 of the Act (the right to organize and bargain collectively), and (2) employer interference with or domination of the administration of a labor organization, expressly held that 'active participation in union affairs by supervisors' is an 'interference' in violation of the Act. 287 F. 2d at page 361."
>
> **NLRB v. Employing Bricklayers' Ass'n of Del. Val. & Vic.,** ***supra*****, at pages 628 and 629.**

It is submitted that the same considerations which make supervisory participation in the formation or the administration of a union interference with the exercise of the rights guaranteed to employees by Section 7 of the Act likewise applies here. The activity of the Head Pressmen in soliciting, obtaining signatures, and participating in the organizational efforts on behalf of the Union in this matter was, we submit, violative of the Section 7 rights of the employees and tainted the authorization cards obtained as a result of these efforts to the point that they, under Board doctrine, enforced by the Courts, were not proper indicia of designation of the Union here involved as the collective bargaining agent of the employees affected directly or indirectly by such activity.

The Board's Findings That Petitioner Violated Section 8 (a) (1) by Interrogation, Threats, and Suggestion of a Plant Committee Are Not Supported by the Evidence and Are Contrary to Law.

While it is true that Superintendent Horton expressed his opinions about unions in general, the Board categorized this as wholesale unlawful activity. Clearly, such statements were within the protection of Section 8 (c) of the Act.

It is important when, in assaying the legality of words spoken or written, that the right of free expression as protected by congressional recognition under Section 8 (c) be duly recognized. **NLRB v. Transport Clearings, Inc.**, 311 F. 2d 519 (C. A. 5, 1962).

As for Horton's remarks on the night of November 20, 1964, which was three days before the Union requested recognition, Horton did not promise anything or coerce any employees. The fact that Horton suggested that in his opinion the employees should talk to Clinton, the Plant Manager, is not violative of Section 8 (a) (1) of the Act. **NLRB v. Cactus Petroleum**, 355 F. 2d 755 (C. A. 5, 1966). Interrogation regarding Union activity does not in and of itself violate the Act. Instead, it must be coupled with restraint and coercion. **NLRB v. Dale Industries, Inc.**, 355 F. 2d 851 (C. A. 6, 1966). See also **NLRB v. Tennessee Coach Co.**, 191 F. 2d 546 (C. A. 6, 1951); **Lincoln Bearing Co. v. NLRB**, 311 F. 2d 48 (C. A. 6, 1962).

The only statements made by any Supervisor after the Union's request for recognition were three conversations that Horton had with employees Hugh Hickey, Oscar Roughton, and Oscar Clifton. In these conversations, Horton related his own experience while working in plants where there were union bargaining agents. Although Horton denied making any such statement, the Trial Examiner found that Horton said to Oscar Clifton, "By now you can see that the Company does not want to go union." Even assuming such statement is attributable to Horton, such a statement is only stating the employer's legal rights under the Act. **Texas Industries, Inc. v. NLRB**, 336 F. 2d 128 (C. A. 5, 1964).

As the Court of Appeals for Eighth Circuit stated when considering an employer's right to state his position:

> "We deem it unnecessary to deal separately with each of the remarks under scrutiny. They may properly be placed in three categories: (1) an intention, on the part of respondent to oppose the union, ('I will fight the union in every legal way possible'); (2) the effect of an economic strike ('if the union calls an economic strike, you place your job on the line. You can be permanently replaced. You can lose your job'); (3) bargaining with the union ('In dealing with the union I'll deal hard with it—I'll deal cold with it—I'll deal at arm's length with it').
>
> "Clearly, respondent had the right to resort to lawful means in seeking to defeat the union in the election. As a necessary corollary, respondent was privileged to announce that it intended to avail itself of that right."
>
> **NLRB v. Wilson Lumber Co., 355 F. 2d 426 (C. A. 8, 1966).**

As the Fifth Circuit very recently said in reversing the Board's findings that certain statements were violative of Section 8 (c):

> "It is well settled that under Section 8 (c), the employer must be regarded as a rightful contestant for his employees' loyalty in a union election. This section permits an employer to state his legal rights under the Act and to predict that dire economic consequences will follow from a union victory."
>
> **Texas Industries, Inc. v. NLRB, 336 F. 2d 128, 130 (C. A. 5, 1964).**

See also **NLRB v. Brownwood Mfg. Co.**, ... F. 2d ... (62 L. R. R. M. 2537) (C. A. 5, Decided 7/8/66); **NLRB v. Mallory Plastics Co.**, 355 F. 2d 509 (C. A. 7, 1966); **NLRB v. Modern Plating Corp.**, ... F. 2d ... (61 L. R. R. M. 2606) (C. A. 7, 1966); **Indiana Rayon Corp. v. NLRB**, 355 F. 2d 535 (C. A. 7, 1966).

We submit that the statements made by Horton were mere expressions of opinion protected under Section 8 (c) of the Act and that the Board's findings that they constituted violations of Section 8 (a) (1) are without support of substantial evidence and are erroneous as a matter of law.

The Board's Findings That Petitioner's Economically Motivated Decision to Remove the Ink Carriages Violated Sections 8 (a) (1) and (5) Are Not Supported by the Evidence and Are Contrary to Law.

The Board reversed the Trial Examiner's finding that Petitioner violated Section 8 (a) (3) by instituting the change in the inking carriage which resulted in a reduction of hours for a few days. The Board readily admitted that the decision was economically justified and without any discriminatory motive; neveretheless, the Board arrived at the inconsistent and untenable finding that Petitioner violated Sections 8 (a) (1) and (5) by such action.

The Board sought to support its finding of a Section 8 (a) (1) violation by holding that "the manner in which Respondent implemented the cut back interfered with the employees' statutory rights. . . ." The uncontradicted evidence is that Plant Manager Clinton undertook to make up the schedule on these occasions so that strict seniority would be followed. Since the Company's decision was economically motivated and work time was scheduled solely on the basis of seniority without regard to an employee's Union activities, the Board's findings of interference is without support of substantial evidence. To hold otherwise would mean that any legitimate business decision which in some way made employees apprehensive about their working conditions would be *per se* violative of the National Labor Relations Act.

The Supreme Court recently made it clear that there are many economic decisions which in some ways inherently discourage union membership; however, when these decisions are justified by important business ends, without unlawful motivation, they do not constitute unfair labor practices; **NLRB v. John Brown et al.**, 380 U. S. 278 (1965); **Textile Workers Union of America v. Darlington Manufacturing Company**, 380 U. S. 263 (1965).

The Board's findings that Petitioner violated Section 8 (a) (5) by not bargaining about the ink carriage changes is based upon the unsupported assumptions that: (a) Petitioner had a duty to recognize and deal with a union, whose majority status was in doubt in an inappropriate unit, which it did not; (b) removal or changes of ink carriages is a bargainable matter, which it is not; and (c) this change had a substantial adverse effect on working conditions, which it did not. Assuming that the above points are decided favorably to the Board, it is undisputed that the decision to change ink carriages at the appropriate time of year was made months before the advent of any Union activity and long before there was even any claim that the Union represented any of the Company's employees. In short, there was no obligation to bargain when the decision was made; **In re Sherry Manufacturing Company, Inc.**, 128 NLRB 739.

Assuming *arguendo* that Petitioner had a duty to bargain with the Union, even in that situation the Board has clearly stated that an employer need not bargain about a legitimate management decision motivated solely by economic considerations:

> "In **Westinghouse Electric Corp.**, 150 NLRB No. 136, the Board stated that 'our condemnation in **Fibreboard** and like cases of unilateral subcontracting of unit work was not intended as laying down a hard and fast new rule to be mechanically applied

> regardless of the situation involved,' and that 'it is wrong to assume that, in the absence of an existing contractual waiver, it is *per se* unfair labor practice in all situations for an employer to let out unit work without consulting the unit bargaining agent.' The Board also stated that it was pertinent to the issue before it in that case 'to observe that an employer's duty to give a union prior notice and an opportunity to bargain normally arises where the employer proposes to take action which will effect some change in existing employment terms or conditions within the range of mandatory bargaining.' We believe this observation is equally pertinent here."
>
> **In re Superior Coach Corporation, 151 NLRB No. 24.**

Accord, **In re Westinghouse Electric Corp.**, 153 NLRB No. 33; **In re American Oil Co.**, 152 NLRB No. 7.

In **Jay Foods, Inc. v. NLRB** the Court of Appeals for the Seventh Circuit stated:

> "The Board's position in the case at bar is clearly inconsistent with its recent decision in National Labor Relations Board v. Fibreboard Paper Products Corp., 130 NLRB No. 161, 47 LRRM 1547, 1549, decided on March 27, 1961. In that case, the Board held that an employer did not violate the Act, by failing to bargain with a union that represented maintenance employees, concerning the employer's decision to contract out maintenance work, since such decision is not concerned with conditions of employment but with questions of whether an employment relationship shall exist. The Board held that an employer has no statutory obligation to bargain with a union concerning basic management decisions, such as whether, and to what extent, to risk capital and managerial effort; and that the employer's action in contracting out maintenance work and discharging existing maintenance employees was not discriminatory, although the union was not informed of em-

ployer's intention to contract out maintenance work until four days before expiration of an existing contract."

> **Jay Foods, Inc. v. NLRB, 292 F. 2d 317, 320 (CA 7, 1961).**

As the Court of Appeals for the Fourth Circuit recently stated when finding no violation of Section 8 (a) (5) as a result of an employer's refusing to notify and bargain with the union concerning an economic decision:

> "In the case before us there have been no actual discharges, but the company conceded that in the past its contracting out resulted in some employees suffering a reduction in overtime work opportunities and, even more to the point, the company's policy of secrecy about its subcontracting did unquestionably in the months after the June 1963 agreement generate a sense of insecurity among the employees."
>
> **District 50, United Mine Workers of America, Local 13942 v. NLRB, ... F. 2d ... (61 LRRM 2632) (CA 4, 1966).**

Shutting down the presses for short periods of time to replace worn ink carriages resulted in no impairment of job tenure, employment security or reasonably anticipated work opportunities for those in the purported bargaining unit; and since this was motivated by sound economic reasons, which ultimately redounded to the benefit of the affected employees, the Board's erroneous finding of a violation of Section 8 (a) (5) or 8 (a) (1) in this regard is unsupportable as a matter of fact and law.

The Petitioner's Refusal to Recognize the Union Was Based Upon a Valid Good Faith Doubt Both as to the Appropriateness of the Unit and as to Whether or Not the Union's Claimed Majority Status Was Uncoerced and Legally Obtained.

It is submitted that after the Board's findings are tested it is evident that the Company indeed had a good faith doubt, as set forth above, as to the appropriateness of the unit and as to the circumstances under which the authorization cards which were advanced as the basis of a majority claim were obtained. We submit that it was not an unlawful refusal to bargain for the Company to refuse to recognize the Union which conditioned its bargaining demands upon recognition in an inappropriate unit, about which it was adamant, which on one hand excluded certain employees because of their race and on the other hand included certain employees whom the Company regarded as Supervisors and who, we submit, the evidence clearly establishes were, as a matter of fact and a matter of law, Supervisors.

Thus, the Union has never in fact represented a valid and uncoerced majority of the employees in the appropriate unit. The mere fact that the Company refused to voluntarily recognize the Union under these circumstances cannot support the Board's unwarranted finding that the Company's course of conduct established an attempt by it to unlawfully undermine the Union's majority status.

As to Horton's conversations which occurred on the night of November 20, 1964, it is pointed out they occurred before the Union ever made its demand. Therefore, even assuming arguendo, that such statements constituted unfair labor practices in violation of Section 8 (a) (1) of the Act, they occurred prior to any awareness on the part of the Petitioner of the Union's claim or activity, and thus cannot be the predicate upon which a finding that the Petitioner illegally refused to bargain with the Union may be based. **Edward Fields, Inc. v. NLRB**, 325 F. 2d 754 (CA 2, 1963).

After the Union made its demand, the only Supervisor who made any comment or any statement which was alleged to be violative of the Act was Supervisor Horton. The three conversations referred to, as set forth, *supra*, we submit were protected free speech under the provisions of Section 8 (c) of the Act. While the Board contends that the Company's refusal to recognize the Union constituted an unfair labor practice, the Board has failed to establish by evidence any causal connection between the Company's alleged unfair labor practice and the events which the Board contends were due to such unfair labor practice. Under these circumstances, the Board's Order is not entitled to enforcement. **Winter Gardens Citrus Products Corp. v. NLRB**, 238 F. 2d 128 (CA 5, 1956).

When the Union, without actually having valid, uncoerced, or properly obtained authorizations from a majority of the employees in the appropriate unit, demanded recognition in an inappropriate unit, we submit that it cannot be properly found that the Company's refusal to recognize and bargain with the Union under such circumstance constitutes a violation of the National Labor Relations Act or denotes a lack of a good faith basis for its denial or recognition under such circumstances. In **NLRB v. Cactus Petroleum, Inc.**, *supra*, the Court stated, at page 760:

> "By brief the Board argues that the 'unjustified withholding of requested recognition in itself causes employee support to waiver and depart.' There is logic in that statement, but the defect in this reasoning is that it assumes an illegal refusal. It ignores completely the fact that at the time of the refusal the Union did not have majority status. But, even if the Union had represented a numerical majority of the employees at the time of the refusal to bargain, we could not share the Board's finding that the record in its totality supports a determination that the Company violated Section 8 (a) (5) of the Act. The Board concedes that where, at the time request for recognition is made the employer has a good faith doubt of the Union's majority, it may refuse the union request for recognition without violating the Act. **NLRB v. Dan River Mills** (39 LC Section 66, 154), 274 F. 2d 381

> (5th Cir. 1950); **NLRB v. Bedford Nugent Corp.** (47 LC Section 18, 290), 317 F. 2d 861 (7th Cir. 1963). The only limitation on this right is that there be a good faith doubt on the part of the employer; that is, the employer may not merely use its denial of recognition as a subterfuge for delay or to gain time in which to undermine the union or dissipiate its majority. **Skyline Homes v. NLRB** (48 LC Section 18, 533), 323 F. 2d 642 (5th Cir. 1963). There is nothing in this record to show bad faith. To the contrary, it reveals good faith . . ."

NLRB v. Cactus Petroleum, Inc., *supra.*

Even if it is assumed, *arguendo,* that the Union's alleged authorizations were properly obtained from a majority of the employees and the unit it was requesting was the appropriate unit, nevertheless the facts clearly demonstrate the Company entertained, and had a basis for entertaining, under the circumstances related heretofore and as shown by the Record, a good faith doubt both as to the validity of the Union's claim of majority and the appropriateness of the unit sought.

The Court of Appeals for the Fifth Circuit has recently pointed out that an employer's suspicion that authorization cards were improperly obtained or did not express the true wishes of the employees could give rise to such good faith doubt as would warrant the employer's denial of the recognition request without violating Section 8 (a) (5) of the Act.

> "Nor can we agree with the Board that there was no reasonable basis for the company's asserted good faith doubt in light of the fact that its suspicions about Preston Leger's desires proved correct. Furthermore, the question whether there was improper influence in obtaining Annie Belle La Fluer's card is certainly arguable. It must be remembered that at the time when an employer is first confronted with a

request to bargain, he does not necessarily have at his command all the fact-finding machinery that is available during a full-dress hearing before the Board. This is especially significant where, as here, the union's margin is exceedingly slim. Where the bargaining unit is small, it is more likely that management personnel would be familiar with the views of each employee. Authorization cards are certainly appropriate indicators of union strength in a bargaining unit, but in a case in which the company has information which leads them reasonably to believe that certain of the cards do not represent the true wishes of the employees, it is difficult to see how a cross-check by an impartial arbiter would be particularly useful. In a recent case, the Board itself has impliedly recognized that the offer of a cross check of authorization cards does not impose a duty upon the Company to submit to the check or suffer the consequences of a refusal-to-bargain charge. Superex Drugs, Inc., 150 NLRB 97 (1965). . . ."

NLRB v. Great Atlantic & Pacific Tea Co., 346 F. 2d 936, 941, 942 [C. A. 5, 1965].

It is undisputed in the Record that the Union's petition of November 23 showed that employees in whom the Company had vested supervisory authority, and who were regarded by it and other employees as Supervisors, had been active in the Union's campaign. The very next day the Company was informed that several employees desired to withdraw their authorizations from the Union and during the ensuing week the Company learned that other employees had been threatened in connection with the obtaining of their signatures on authorizations (Vol. IV, T. pp. 231-232). After consulting with its Attorneys and reviewing its operations, the Company came to the conclusion that the unit requested by the Union was an inappropriate unit. In the light of these facts, the Company answered the Union's request on December 1 and suggested that the Union bring the matter to the National Labor Relations Board, so that the question of the appropriateness of the unit could be determined by the Board in the manner contemplated by the statute and the employees could determine by secret ballot vote, under the procedures set forth in Section 9 of the National Labor Relations Act, their desires as to representation or non-representation by the Union (G. C. Ex. 4).

We submit that these circumstances clearly establish the validity of the Company's good faith doubt as to both the Union's alleged majority and the appropriateness of the unit. In denying enforcement of a Board Order finding violation of Section 8 (a) (5) in circumstances which have similarity to those involved here, the Court of Appeals for the Seventh Circuit cautioned the Board:

> "When good faith of the employer is the issue, evidence known to the employer that the union is employing strong arm tactics or threats on any of the Company's employees seems to us to be relevant. Certainly, the Employer is not charged with clairvoyance at the time of the request for recognition in being able to discern just which employees have been threatened or coerced by the union. An uncoerced majority is a prerequisite to recognition. NLRB v. James Thompson & Co., Inc., 208 F. 2d 743 [2nd Cir., 1953]."
>
> **NLRB v. Bedford-Nugent Corp., 317 F. 2d 861, 865 [C. A. 7, 1963].**

The Court is aware of the current tendency of the Board, as evidenced by a number of its decisions in the past 18 months, to certify a Union as the bargaining agent on the basis of authorization cards without permitting the employees to avail themselves of a secret ballot election for such determination as contemplated by Congress in enacting Section 9 of the Act as the traditional and asserted method of making such determination. The Board has prescribed and enforced a number of rigid, precautionary rules to make certain that the selection of a collective bargaining agent through the secret ballot processes not be tainted by irregularity, coercion, or fraud, so as to enable employees by their votes to reflect their actual desires. The Board has been less diligent in applying the same consideration to the circumstances surrounding the signing of authorization cards which it now has the tendency to accept without inquiring into circumstances under which they are obtained as the expression of the true desires of the employees. Because of the inherent impact of such inconsistent policy upon the right of employees as contrasted with that of unions or employers which Section 7 of the Act was designed to protect, the Courts have found it necessary to caution the Board to use administrative restraint in this delicate area; **NLRB v. Flomatic Corp.,** 347 F. 2d 74 (C. A. 2, 1965); **NLRB v. Great Atlantic & Pacific Tea Company,** *supra*; **Phelps-Dodge Copper Products Corp. v. NLRB,** 354 F. 2d 591 (C. A. 7, 1965).

We submit that to impose the Union as the bargaining agent in the instant matter would result in defeating any basis of any company declining to recognize a union because of its good faith doubt as to the appropriateness of the unit or the circumstances under which authorization cards were obtained where the company has reason to believe they were obtained through questionable tactics and, thus, are not indicative of the true desires of the employees.

The Strike of December 16, 1964, Was Called by the Union for the Purpose of Forcing the Petitioner to Grant Recognition in an Inappropriate Unit on the Basis of Cards Obtained by Supervisory Employees.

It is submitted that the Record shows that the strike of December 16, 1964, was called by the Union for the purpose of forcing the Company to grant recognition in an inappropriate and illegal unit which included Supervisors and excluded colored employees solely on the basis of their race, and moreover was called to force the Petitioner to grant recognition on the basis of authorization cards which were obtained from non-supervisory employees as a result of the active efforts of their immediate Supervisors.

As a consequence, it is submitted that the Board's finding that this was an unfair labor practice strike is contrary to law and contrary to the evidence. **Radiator Specialty Co. v. NLRB**, 336 F. 2d 495 (CA 4, 1964); **Simmons, Inc. v. NLRB**, 315 F. 2d 143 (CA 1, 1963).

CONCLUSION.

It is respectfully submitted that the Board's findings and conclusion that the Petitioner violated Section 8 (a) (1) or Section 8 (a) (5) of the Act are not supported by substantial evidence in the Record considered as a whole and are contrary to law, and that for these reasons the Board's Order in this regard should be denied enforcement.

Respectfully submitted,

....
MARION A. PROWELL.

....
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Dixie Color Printing
Company.

APPENDIX.

APPENDIX.

I. Motion for Leave to Intervene.

United States Court of Appeals for the
District of Columbia Circuit.

International Typographical Union (AFL-CIO),
Petitioner,
v.
National Labor Relations Board,
Respondent.

No. 20,012.

Motion of Dixie Color Printing Corporation for Leave to Intervene.

To the Honorable, the Judges of the United States Court of Appeals for the District of Columbia Circuit:

Comes now Dixie Color Printing Corporation (hereinafter called "Dixie") and respectfully moves pursuant to Rule 38 (f) of the Rules of this Court to intervene in the above-captioned case, and in support of this motion shows as follows:

1. Dixie was the Respondent below in the proceedings before the National Labor Relations Board.

2. Dixie, a person aggrieved by the Board's Decision and Order, has filed a Petition for Review in the Court of Appeals for the Fifth Circuit docketed as Case No. 23,482.

3. Petitioner herein, International Typographical Union, AFL-CIO, seeks to overturn the Board's finding that Dixie did not commit an unfair labor practice within the meaning of Section 8 (a) (3) of the National Labor Rela-

tions Act, that certain individuals selected for layoff were not discriminated against and are not entitled to back pay, and that an appropriate unit of Dixie's employees for the purpose of collective bargaining includes janitors in Dixie's employ.

4. The relief Petitioner is seeking from this Court would directly and adversely affect Dixie's interests, and, accordingly, allowance of intervention is necessary to enable Dixie to protect its interests. **United Automobile Workers v. Scofield,** ... U. S. ..., 60 LRRM 2479 (December 7, 1965).

Wherefore, Dixie Color Printing Corporation respectfully requests that this Motion for Leave to Intervene be granted.

/s/ Stanley R. Strauss,
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Of Counsel:

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Dated: March 14, 1966.

APPENDIX.

II. Petition to Review.

In the United States Court of Appeals
for the Fifth Circuit.

Dixie Color Printing Corporation, Petitioner, v. National Labor Relations Board, Respondent.	No. 23,482.

To the Honorable, the Judges of the United States Court of Appeals for the Fifth Circuit:

Now Comes, Dixie Color Printing Corporation, a corporation incorporated under the laws of the State of Alabama, maintaining its office and place of business at Sylacauga, Alabama, and engaged in newspaper printing, sale and distribution from its plant there situated. The Petitioner respectfully petitions this Court to review and set aside an Order of the National Labor Relations Board in a proceeding entitled **Dixie Color Printing Corporation and International Typographical Union,** being known as Case No. 10-CA-5942, by the National Labor Relations Board.

This Petition is filed pursuant to Section 10 (f) of the National Labor Relations Act, 29 United States Code, Section 160 (f), and in accordance with Rule 38 of the Rules of this Court.

(1)

Petitioner shows that it is engaged in business with its office and plant in the State of Alabama in this Judicial

Circuit and that the Charging Party, the International Typographical Union, maintains an office through its Sylacauga International Chapel at Sylacauga, Alabama, and does business in the State of Alabama and at other places within this Judicial Circuit through its authorized agents. This Court has jurisdiction by virtue of Section 10 (f) of the National Labor Relations Act, as amended.

(2)

Petitioner shows that by virtue of a Charge filed with the National Labor Relations Board on December 14, 1964, a Complaint was issued against the Petitioner by the Regional Director of the National Labor Relations Board on February 26, 1965. This matter was heard before a Trial Examiner of the National Labor Relations Board between April 27 and 30, 1965. On November 22, 1965, the Trial Examiner of the National Labor Relations Board issued his Decision and Order, recommending that Petitioner be required, upon request, to bargain collectively with the International Typographical Union as the exclusive representative of a unit of employees at Petitioner's Sylacauga, Alabama, plant. He also recommended that the Petitioner cease and desist from certain acts which he found to constitute discriminatory treatment and interference with the rights of certain of Petitioner's employees. Petitioner shows that subsequently the National Labor Relations Board issued a Decision and Order in which it sustained with certain modifications the findings of fact, conclusions of law, credibility findings, and recommendations of its Trial Examiner and found that the Petitioner had violated Section 8 (a) (1) and (5) of the National Labor Relations Act, as amended, but rejected the Trial Examiner's findings of Section 8 (a) (3) violations, inasmuch as the evidence disclosed an economic and not a discriminatory motive in a layoff caused by the installation of new equipment.

(3)

Petitioner shows that said Decision and Order of the National Labor Relations Board, to the extent that violations were found, is contrary to law, and in contravention of the terms of the National Labor Relations Act, as amended.

Wherefore, Petitioner prays

(A) That this Petition for Review be filed by the Court and that it cause a notice of the filing of this Petition to be served upon the Respondent; and

(B) That the Court direct the National Labor Relations Board, in accordance with the Rules of this Court, to file a copy of all documents, Transcript of Testimony, exhibits, and other material comprising the Record in the above-referred proceedings before the National Labor Relations Board and certify same; and

(C) That this Court take jurisdiction of the proceedings and the questions determined therein and make and enter upon the pleadings and testimony in evidence, a Decree setting aside and vacating the National Labor Relations Board's Decision and Order insofar as it holds or finds that Petitioner has violated the National Labor Relations Act in any particular and insofar as it directs that the Petitioner take any affirmative or other action in accordance therewith.

Respectfully submitted,
Dixie Color Printing Corporation,
By:.........................

Constangy & Prowell,
1900 Peachtree Center Building,
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Atlanta, Georgia 30303,
Counsel for Petitioner.

Certificate of Service.

This is to certify that I have this day served copies of the foregoing Brief of the Dixie Color Printing Corporation upon the following, by depositing same in the United States Mail, properly addressed and with the correct amount of postage affixed thereto:

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On this the 20th day of July, 1966.

....

United States Court of Appeals
for the District of Columbia Circuit
FILED AUG 12 1966
Nathan J. Paulson

No. 20,012 and No. 20,105

IN THE

United States Court of Appeals

FOR THE DISTRICT OF COLUMBIA CIRCUIT

INTERNATIONAL TYPOGRAPHICAL UNION, AFL-CIO,
Petitioner,

v.

NATIONAL LABOR RELATIONS BOARD, *Respondent,*

DIXIE COLOR PRINTING CORPORATION, *Intervenor.*

DIXIE COLOR PRINTING CORPORATION, *Petitioner,*

v.

NATIONAL LABOR RELATIONS BOARD, *Respondent,*

INTERNATIONAL TYPOGRAPHICAL UNION, AFL-CIO,
Intervenor.

BRIEF FOR INTERNATIONAL TYPOGRAPHICAL UNION

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PRESS OF BYRON S. ADAMS PRINTING, INC., WASHINGTON, D. C.

STATEMENT OF QUESTIONS PRESENTED

A. Whether substantial evidence on the record considered as a whole supports the Board's finding that the Company violated Section 8(a)(1) of the Act by interrogating its employees about their Union activity, threatening employees with reprisals for Union activity, suggesting the formation of a plant committee to stop the Union, and announcing and implementing necessary maintenance work in a manner interfering with employee organizational rights.

B. Whether the Board properly found that the Company violated Section 8(a)(5) and (1) of the Act by refusing to recognize and bargain with the Union as the exclusive bargaining representative of employees in an appropriate unit on and after November 23, 1964.

Subsidiary issues to the Board's finding of a Section 8(a)(5) violation are:

1. Whether the Board properly included employees referred to as "janitors" in the production and maintenance unit found appropriate for bargaining.

2. Whether the Board properly found "headpressmen" to be nonsupervisory employees and therefore included in the unit, and the "chief electrician" to be a supervisory employee under Section 2(11) of the Act and therefore excluded from the unit.

3. Whether a variance between the unit sought by the Union in its bargaining request and the unit found by the Board invalidates the Board's finding that the Company violated Section 8(a)(5) and (1) of the Act.

4. Whether, on the facts presented, the Board properly ordered the Company to bargain with the Union for the employees in the unit found appropriate.

C. Whether the Board properly found that the Company did violate Section 8(a)(5) and (1) of the Act by unilaterally changing employee job status and working conditions without consulting or bargaining with the Union.

D. Whether the Board properly found that the Company did not violate Section 8(a)(3) of the Act by instituting changes in work schedules, reassignments and layoffs in connection with maintenance work on inking carriages.

E. Whether the Board properly found that the employees' walkout on December 16, 1964, was an unfair labor practice strike.

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IN THE

United States Court of Appeals

For the District of Columbia Circuit

No. 20,012

International Typographical Union, AFL-CIO,
Petitioner,

v.

National Labor Relations Board, *Respondent,*

Dixie Color Printing Corporation, *Intervenor.*

No. 20,105

Dixie Color Printing Corporation, *Petitioner,*

v.

National Labor Relations Board, *Respondent,*

International Typographical Union, AFL-CIO,
Intervenor.

BRIEF FOR INTERNATIONAL TYPOGRAPHICAL UNION

JURISDICTIONAL STATEMENT

Case No. 20,012 is before the Court on a petition to review and set aside a final order of the National Labor Relations Board. The Court has jurisdiction under § 10(f) of the National Labor Relations Act, as amended, Act of June 23, 1947, c. 120, 61 Stat. 136, 29 U.S.C. § 151, *et seq.*, hereafter referred to as "the Act."

Case No. 20,105 is before the Court as a result of the transfer by the United States Court of Appeals for the Fifth Circuit of a Petition for Review filed under § 10(f) of the Act by Dixie Color Printing Company. In its answer to the Petition for Review in that case, the Board has cross-petitioned for enforcement of its Order. With respect to the cross-petition, this Court has jurisdiction under § 10(e) of the Act.

The Board's Decision and Order is reported in 156 NLRB No. 120.

STATEMENT OF THE CASE

A. The Factual Background.

The employer is an Alabama corporation maintaining its place of business in Sylacauga, Alabama, where it is engaged in the printing, sale and distribution of nationally syndicated newspaper comics. (TXD, p. 2, l. 5-7).[1] In October 1964, certain of its employees sought information from the state office of the Alabama Central Labor Council relative to the procedure for organizing and forming a union (Vol. I, p. 40). A representative of the International Typographical Union, Donald McFee, was dispatched to answer the inquiry and meet with the interested employees which he did on October 25 (Vol. I, p. 42). As the Trial Examiner so accurately stated, "the impetus to find and join a union came from the employees themselves . . ." (TXD, p. 2, l. 52-53).

At this meeting of October 25, it was decided that a petition containing the signatures of those designating the Union to represent them would be sent to Dixie with a request for recognition and bargaining (Vol. I, pp. 50-51). Within a month, signatures had been obtained from a vast majority of the employees authorizing the Union to represent them in collective bargaining (TXD, p. 3, l. 20-24; Vol. I, p. 52).

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[1] The Board's Decision and Order will be referred to herein as "D & O". The Trial Examiner's Decision will be referred to as "TXD". The reference to the Transcript of Record before the Board will be by volume number and page, e.g., "Vol. I, p. 40".

This petition, along with an accompanying demand letter, was hand carried by McFee and employees Gaston and Jackson to Dixie's General Manager Clinton on November 23, 1964 (TXD, p. 4, l. 6-12; Vol. I, pp. 54-61). Although the Union offered to prove its majority status by nearly every conceivable method, each of which was summarily dismissed by Clinton, Clinton refused to answer the Union's request for recognition and bargaining at that time (TXD, p. 4, l. 12-27; Vol. I, pp. 54-63). At no time during this meeting did Clinton question the appropriateness of the unit or the inclusion of head pressmen in the unit (TXD, p. 4, l. 25-28). The following day, Clinton got in touch with McFee and advised him that he had been instructed to send the Union's request to Buffalo, New York, the Company's home office, and that he would hear further from Buffalo. Again, Clinton did not dispute McFee's reiterations that the Union represented a majority in an appropriate unit (TXD, p. 4, l. 31-39; Vol. I, pp. 63-67).

Not having received a reply to the Union's request and having been apprised of certain actions taken by respondent against the employees who were union adherents, McFee and an employee of respondent visited Clinton at the plant on December 3 and again requested an answer to the Union's earlier request for recognition. Clinton advised that an answer had been mailed to the Union but refused to divulge its contents (TXD, p. 4, l. 41-47; Vol. I, pp. 67-69).

By letter dated December 1, the Company answered the Union's demand in writing by addressing a letter to McFee in North Carolina and by posting a copy of said letter on the plant bulletin board. McFee learned of the contents of the letter from its posting. The letter advised the Company's unwillingness to recognize the Union until it had been certified by the Board stating that it had a good faith doubt of the Union's claim. It further advised that a number of employees' signatures had been obtained through "coercion and intimidation." (TXD, p. 4, l. 47—p. 5, l. 15). Immediately upon learning of the contents of the Company's reply, McFee called another meeting with employees to inform them of the Company's position (Vol. I, pp. 72-76). By this time, the four head pressmen had been advised in writing that they were "supervisors" and were threatened with disciplinary action should they engage in such activity (TXD, p. 7, l. 28-35, 46-63; Vol. I, p. 78).

Proceeding with the utmost diligence, McFee presented another petition to the employees for the specific purpose of dispelling the Company's doubts as to the Union's uncoerced majority status in an appropriate unit and to demonstrate that the Union represented a vast majority even without those claimed to be supervisors by Dixie (TXD, p. 5, l. 12-19; p. 10, l. 50-62; Vol. I, pp. 79, 82). This petition was signed by twenty-four employees and forwarded to the Company on December 8 with a covering letter, which even more specifically identified the unit sought (TXD, p. 51, l. 54—p. 6, l. 13; Vol. I, p. 82). Yet the Company saw fit to reply only that it was presented with no facts which would cause it to change its position (TXD, p. 6, l. 15-27; Vol. I, p. 84). Thereafter, on December 16, a vast majority of the employees struck to protest the unlawful refusal of Dixie to bargain as well as other acts of interference. (TXD, p. 6, l. 32-39; Vol. I, p. 84, 1. 17-18).

Even before the Union requested recognition, on November 23, the Employer had specific knowledge of the Union's organizational efforts. Clinton, on the evening of November 20, as correctly found by the Trial Examiner, had dispatched his chief lieutenant Horton on a mission of interrogation into the pressroom, ostensibly to learn of the employees' complaints but actually to discover the

Union's strength and to dissipate it as much as possible (TXD, p. 11, l. 29-32). Horton interrogated seven employees individually, which consumed a period of several hours. During the course of these interrogations, he directly and indirectly questioned employees as to how the Company could stop the Union, suggested the formation of a plant committee to stop the Union, interrogated the employees as to why they wanted the Union and how it got started, directly and indirectly threatened employees that if the plant went Union it might be shut down and in the event of a cutback those lowest in seniority would be affected (TXD, p. 13, l. 50-60). Also belying its later apologia for refusing to bargain with the Union, Horton interrogated head pressman Nickolson in the same manner as he did the other employees, at no time suggesting or advising to Nickolson that he was a supervisor and precluded from engaging in Union activities (TXD, p. 19, l. 18-21; Vol. II, pp. 216-218).

The following day Horton dutifully reported to Clinton that some of the employees had signed cards for a union and that he thought most of the employees were in a union (TXD, p. 14, l. 30-35; Vol. IV, pp. 156-157).

Horton continued his coercive conduct by advising employees Hugh Hickey and Clifton that a previous plant at which he had been employed had closed down because the employees had tried to go union. During the same period of time, Horton advised employee Raughton that with or without a union the Company retained the right to hire and fire and stated in the same breath the Company's opposition to the Union (TXD, p. 14, l. 1-28; Vol. II, pp. 119-120, Vol. III, pp. 165-167).

Horton was not the only supervisor who engaged in coercive conduct violative of the Act. Supervisor Holmes, both before and after the Union's demand for recognition was made, threatened employees that the plant might close down because of the Union, that employees' hours would be reduced if the union activity continued and that material which the Company had returned was sent back because of the Union (TXD, p. 14, l. 37-60; p. 15, l. 1-9).

On November 30, a work schedule was posted which materially reduced the hours of many employees who had demonstrated their union support. This work schedule reduction was announced without any advance notice to the employees. Even respondent's own plant superintendent, Horton, admitted that he had no knowledge of the cutback until he saw the schedule posted. (Vol. IV, p. 162). For the first time in many months, the scheduling had been performed by Clinton himself. The Union was not informed of the cutback until it was put into effect (TXD, p. 17, l. 11-28). The asserted reason for the change was that the existing inking carriage on the press was worn and had to be replaced. Yet the overhaul for the replacement carriage had proceeded at a casual rate, starting from several months back, and it was not until the Union's request for recognition that the carriage exchange suddenly became a matter of utmost priority. The employees naturally interpreted this move as being in direct retaliation for their union affiliation. The Company's own supervisor, Holmes, had threatened just such a move a few days prior to the announced schedule reduction (TXD, p. 14, l. 40-43, 49-57; Vol. III, p. 163).

B. Proceedings Before the Board.

1. *The Trial Examiner's Decision.* The General Counsel issued a complaint against the employer alleging violations of Sections 8(a)(1), (3) and (5) of the Act. The hearing was held before Trial Examiner Alba B. Martin, who on November 22, 1965, issued his decision finding the facts and concluding that the Company had violated the Act as charged. Specifically, he found that the Company had violated Section 8(a)(1) by numerous acts of misconduct, including interrogation and threats in order to discourage the employees from joining the Union. (TXD,

p. 21, l. 24-38). He concluded that the ITU on November 23, 1964, and at all times thereafter "was and now is the exclusive representative of all employees in an appropriate unit" and that the Company, by refusing to bargain with the Union on that date and thereafter, had violated Sections 8(a)(5) and 8(a)(1) of the Act (TXD, p. 21, l. 50-60). He also found that the Company had violated these sections of the Act,

> "From December 4 to 15, 1964, by unilaterally changing the hours of work and rates of pay of employees and temporarily laying off some employees, without discussing these changes with the exclusive bargaining representative of its employees." (TXD, p. 22, l. 1-4).

He also found the same conduct to be a violation of Section 8(a)(3) of the Act:

> "By using necessary maintenance work as a vehicle or excuse to discriminate against employees because of their union activities, Respondent violated Section 8(a)(3) of the Act." (TXD, p. 22, l. 5-8).

He entered recommendations appropriate to his conclusions.

2. *The Board's Decision and Order.* Thereafter, each of the parties filed exceptions to the Trial Examiner's decision with supporting briefs. On February 14, 1966, the Board issued the Decision and Order which is on review here. The Board sustained the Trial Examiner except in two particulars: First, while the Board agreed with the Examiner that the Company had violated Sections 8(a)(1) and 8(a)(5) by its unilateral work changes, it rejected the Examiner's conclusion that the Company thereby also violated Section 8(a)(3), and denied back-pay to the employees who lost work as a result. Second, the Board determined, contrary to the Examiner, that the three janitors whom the Examiner had excluded from the unit should be included. The Board expressly held, however, that "the failure of the Union to include them in the

requested unit was only a 'minor variance' which did not affect" its finding that the Company had illegally refused to bargain (D & O, p. 3). In support of that Order, the Board stated in part:

> "Respondent's consistent pattern of unlawful conduct after it became aware of the union adherence of most of its employees clearly indicates that by its refusal to recognize or bargain with the employees' majority representative, Respondent rejected the collective-bargaining principle and sought only to gain time within which to undermine the Union and dissipate its majority." (D & O, pp. 1-2).

STATUTORY PROVISIONS INVOLVED

This case involves Sections 2(11), 7, 8(a)(1), 8(a)(3), 8(a)(5), 9(b), 10(c) and 10 (e) of the Act. They are set forth in pertinent part in Appendix A to the brief.

STATEMENT OF POINTS

1. The Board erred in denying back pay to the employees who lost work because of the company's unilateral change in working conditions.

2. The Board erred in including the janitors in the bargaining unit.

SUMMARY OF ARGUMENT

I.

The Board found that the company unlawfully attempted to obstruct the union's organization campaign and unlawfully denied it recognition although it represented a majority of the employees in an appropriate bargaining unit. The Board also found that the company caused a shut-down of most of its operations at the height of the organizational effort without bargaining with the union and therefore violated Section 8(a)(5) of the Act. But, although the Trial Examiner had found that this change was effectuated in order to discourage the employees from adherence to the union and thereby violated Section 8(a)(3) of the Act, the Board dismissed the 8(a)(3) allegation of the complaint and rejected his recommendation awarding back pay to the employeees for the time lost. In this, the Board erred.

The Board itself concluded "in the entire context of this case", that the company's unexpected and unexplained announcement of a loss of wages, a reduction in hours and a change of position of certain employees was "intended to impress upon all the employees the adverse results which they might suffer because of their exercise of Section 7 rights." Since the Section 7 rights thus intended to be inhibited included union membership, this conclusion is but another way of saying that the company intended to discourage union membership. This is the motive proscribed by Section 8(a)(3). When the Board concludes that Clinton, the plant manager did have the forbidden motive in the "*manner* in which [he] implemented the cutback" (emphasis supplied) but that he did not have that motive in *accomplishing* the cutback, it postulates a psychological impossibility. That there was economic justification for the installation of the carriage, as the Board observed, is unchallenged. "But to have a perfectly good motive genuinely followed is not enough if on the facts, the motivation was twofold, with one being a purpose to eliminate the union." *NLRB* v. *American Mfg. Co. of Texas,* 351 F.2d 74, 79 (C.A. 5).

The Board's own conclusions regarding the manner of implementation thus require reversal of its dismissal of the 8(a)(3) charge. But even putting these aside, the evidentiary findings of the Examiner, which the Board adopted, compel the inference that the layoffs and reduction of hours were illegally motivated. Particularly significant, as countless decisions confirm, are the background of anti-union conduct, the timing of the changeover at the height of the organization campaign and the threats of a company supervisor of a reduction in work.

And if this evidence were not enough, the decision of the Examiner, finding the unlawful motive would tip the scale. That decision is, of course, part of the "whole" record which must be considered on review of the Board's decision. *Universal Camera Corp.* v. *Labor Board,* 340 U.S. 474. The Examiner's views are particularly significant here, because they rest significantly on his discrediting of Clinton, the plant manager. *Labor Board* v. *Walton,* 369 U.S. 404; *Retail Store Employees Union* v. *NLRB,* 360 F. 2d 494 (U.S. App. D.C.). The Board's explanation of its disagreement with the Examiner did not meet the standard of *Retail Store Employees, supra,* and *Lorain Journal* v. *F.C.C.,* 351 F. 2d 824 (U.S. App. D.C.).

The same conclusion follows from the principle that "an employer's protestation that he did not intend to encourage or discourage union membership must be unavailing where a natural consequence of his action was such encouragement or discouragement. Concluding that encouragement or discouragement will result, it is presumed that he intended such consequence." *Radio Officers* v. *Labor Board,* 347 U.S. 17, 45. In light of the background of anti-union conduct and the supervisor's threats of work reduction, the timing of the change at the height of the organizational campaign made it inevitable that the employees would treat the employer's unexplained action as a warning to quit the union.

Finally, the Board should have awarded back-pay even though it dismissed the 8(a)(3) allegation. Such a remedy is appropriate where employees lose work due to an unlawful unilateral change in working conditions. *Fibreboard Paper Products Corp.* v. *Labor Board,* 379 U.S. 203, 215-17.

II.

The Board erred also by including the janitors in the bargaining unit. The Trial Examiner, who had excluded them, found that the janitors perform mainly custodial work around the plant. The Board accepted his findings, but added a finding that they "regularly" move certain magazines at night, work which is performed by the shipping employees during the day. As the latter concededly belong in the unit, the Board deemed this coincidence of function to warrant the inclusion of the janitors. If the underlying finding were correct, then this judgment might well lie within the Board's discretion to determine the appropriate unit. But the evidence does not support the Board's finding of "regularity." The testimony of neither witness on this issue went so far. Moreover, the company pays the janitors $1.50 to $1.65 per hour, whereas the shipping employees receive $3.22. Thus the company's objective evaluation of the respective services of these two groups shows its attempt to equate them to be merely a litigation tactic.

ARGUMENT

I. The Board Erred in Denying Back Pay to the Employees Who Lost Work Because of the Company's Unilateral Change in Working Conditions

The Board found that the Company "violated Section 8(a)(5) by not bargaining with the Union concerning the manner in which work schedules, reassignments, and layoffs would be affected by [its] installation of the press inking carriage." (D & O, p. 3). The Board also found that the manner in which [the company] implemented the cut-back interfered with its employees' statutory rights in violation of Section 8(a)(1)" (D & O, p. 3). Nevertheless, the Board overruled its Trial Examiner's conclusion that the cut-back also violated Section 8(a)(3) of the Act and reversed the award of back pay to the employees who lost work as a result. In this, the Board erred.

In explaining its refusal to find an 8(a)(3) violation, the Board stated "there is no dispute that the installation of the carriage was economically justified, and there is no evidence to indicate that Respondent's motivation for the installation or its timing was for a discriminatory purpose." (D & O, p. 3). "But to have a perfectly good motivation, genuinely followed is not enough if, on the facts, the motivation was two-fold, with one being a purpose to eliminate the Union." *NLRB* v. *American Mfg. Company of Texas*, 351 F. 2d 74, 79 (C.A. 5). *Accord: NLRB* v. *Whitin Machine Company*, 204 F. 2d 883, 885 (C.A. 1); *NLRB* v. *D'Armigene, Inc.*, 353 F. 2d 406, 409 (C.A. 2); *NLRB* v. *Preston Feed Corp.*, 309 F. 2d 346, 350 (C.A. 4); *NLRB* v. *Symons Mfg. Co.*, 328 F. 2d 835, 837 (C.A. 7); *Marshfield Steel Corp.* v. *NLRB*, 324 F. 2d 333, 337 (C.A. 8). The Board's further assertion, that there is insufficient evidence that the motivation or the timing of the Company's action was for a purpose prohibited by Section 8(a)(3) is irreconcilable with its holding that the manner in which the Company implemented these changes was unlawful. In support of that conclusion, the Board said:

> "in the entire context of this case, including the intensive efforts by the Union to obtain recognition and commence bargaining with the Company and Respondent's adamant and well-publicized refusal to accede to the Union's lawful demands, we conclude that Clinton's unexpected and unexplained announcement of a loss of wages, a reduction in hours, and a change of position of certain employees was intended to impress upon all the employees the adverse results which they might suffer because of their exercise of Section 7 rights. By such conduct, Respondent violated Section 8(a)(1) of the Act." (D & O, pp. 3-4).

The "exercise of Section 7 rights" to which the Board referred was joining and belonging to the ITU. Thus, the Board's statement that the Company's announcement "was intended to impress upon all the employees the adverse results which they might suffer because of their exercise of Section 7 rights" is but another way of saying that it was intended to discourage membership in the Union, the motivation proscribed by Section 8(a)(3). When the Board concludes that Clinton, the plant manager, did have the forbidden motive in the "*manner* in which [he] implemented the cutback" (emphasis supplied) but that he did not have that motive in *accomplishing* the cutback, it postulates a psychological impossibility.

Moreover, the evidence overwhelmingly demonstrates the Company's unlawful motivation for the reduction of work of the employees, quite aside from the Board's express finding that its implementation was calculated to deny Section 7 rights. The evidentiary findings of the Examiner, which the Board approved, compel the inference of unlawful motivation. Particularly significant are (1) the background of the Company's hostility to the Union, which it manifested in numerous other unfair labor practices; (2) the timing of the carriage change at the height of the organizational campaign though it could have been accomplished at any time for months earlier; (3) the threats by a Company supervisor of a drastic work reduction, which this action confirmed. In countless cases, such circumstances have supported the inference that employer discrimination sought to be justified by a lawful business purpose, was motivated, at least in part, by a desire to discourage union membership: As to background of anti-union attitude, see, e.g., *NLRB* v. *D'Armigene, Inc.*, 353 F. 2d 406, 409 (C.A. 2); *NLRB* v. *Bama Company*, 353 F. 2d 320, 323 (C.A. 5); *NLRB* v. *Putnam Tool Company*, 290 F. 2d 663, 665 (C.A. 6). As to timing, see, e.g., *E. Anthony & Sons* v. *NLRB*, 82 U.S. App. D.C. 249, 163 F. 2d 22, 26-27; *NLRB* v. *Preston Feed Corp.*, 209 F. 2d 346, 350 (C.A. 4); *NLRB* v. *Montgomery Ward Co.*, 242 F. 2d 497, 502 (C.A. 2); *NLRB* v. *My Store, Inc.*, 345 F. 2d 294, 297 (C.A. 7). With respect to conduct which effectuates a prior threat, see, e.g., *NLRB* v. *Empire Mfg. Corp.*, 260 F. 2d 528, 529 (C.A. 4); *NLRB* v. *Major*, 297 F. 2d 466 (C.A. 7) and *Ore-Ida Potato Products* v. *NLRB*, 282 F. 2d 542, 549 (C.A. 9).

Thus, even if the "record" which the Board and this Court, on review, are required to consider, consisted only of the evidence, the Board's conclusion that the Company did not violate Section 8(a)(3) would not be supported by substantial evidence on the record considered as a whole. But the Supreme Court has instructed that the record to be considered on review consists of more than the evidence; it includes also the Report of the Trial Examiner. *Universal Camera Corporation* v. *Labor Board,* 340 U.S. 474, 492-497. In this case the Examiner decided that Clinton, the plant manager, and the prime mover of its anti-union campaign, "used the installation of the ink carriage to discriminate against the employees because of their union activities, thereby violating Section 8(a)(3) of the Act" (TXD, p. 17, l. 51-53). In support of this conclusion, he made the following findings:

> "Additional evidence that Plant Manager Clinton was undertaking to use the time between the Union's November 23, request and the Respondent's December 1 refusal to undermine the Union was the fact that on November 30, Clinton unilaterally, without first discussing the matter with the Union, which then represented a majority of his employees in an appropriate unit, announced the reduction of the weekly hours of most of the employees, reduced the status of some, and temporarily laid off several of them. Clinton did this by changes in the posted employee work schedule which Clinton made out himself. This was the first time in many months that Clinton had made out the employee work schedule. Prior to this Horton had been doing it. By this scheduling, Clinton assigned one head pressman as oiler, and while assigning another head pressman as delivery boy scheduled a pressman as head pressman. By this time Clinton had received the Union's first demand letter and first petition bearing 24 employees' signatures and had talked with McFee twice. Clinton knew that scheduling of the men was one of their grievances and one of the subjects they wished to bargain about collectively through the Union. Clinton published no reason as to why he was making these changes. Although he had a plausible reason other than to undermine the Union, no reason appears as to why he failed to post a notice stating the plausible reason. His failure,

> while posting his refusal letter to the Union on December 3, was interpreted by the employees as an antiunion move. Clinton could not have failed to know and to have expected and intended that posting the schedule as he did, with no explanation as to why, would have affected employees as it did.
>
> "The plausible reason was that there was a substitute inking carriage in the plant which had been worked on for month and was intended for the press. It was necessary to shut down the press to install this inking carriage. It was installed at about this time because it was ready to install and was long overdue. To maintain production some work was sent out to other affiliated plants.
>
> "Clinton testified employees knew the 'cutback' in the scheduling was to install the inking carriage. The proof was lacking that employees, generally, knew the carriage was ready for installation at just this time and that the cutback was for this purpose. The fact that employees interpreted Clinton's maneuver as antiunion was evidence to the contrary.
>
> "Upon the entire record considered as a whole, I find that Clinton used the installation of the ink carriage to discriminate against employees because of their union activities, thereby violating Section 8(a)(3) of the Act." (TXD, p. 17, l. 11-53).

We need not here canvass the several dozen decisions since *Universal Camera* which have considered the weight to be given to the Trial Examiner's findings in reviewing a Board decision contrary to those findings. We need not do so because this Court in two fairly recent decisions has enunciated the standards to be applied with as much clarity as the subject matter allows. *Retail Store Employees Union, Local 400* v. *NLRB* — U.S. App. D.C. —, 360 F. 2d 494 (July, 1965) and *Lorain Journal Company* v. *FCC.* — U.S. App. D.C. —, 351 F. 2d 824 (Sept., 1965). Three propositions may be derived from these cases: (1) The agency must take the Examiner's decision into account in making its decision, although it is free to disagree with him; (2) The Examiner's views are entitled to special weight in a case which turns significantly on credibility; (3) Where the Board does reject the Examiner's views, it must adequately explain the basis of disagreement so that the courts can perform their reviewing function.[2]

How does the Board—which accepted the Examiner's other conclusions of illegality—explain its disagreement on the 8(a)(3) issue? The Board points to the economic justification of the changeover. But we have seen that a lawful motive is not dispositive, since the question remains whether there was also an unlawful motive, in which case, a violation must be found.[3] The Board also says that the Company did not discriminate against union adherents in selecting the employees to be laid off. But this proves nothing in the absence of a showing that the changeover could have been accomplished by non-union personnel. There thus remains only the statement that "there is insufficient evidence to indicate that Respondent's motivation for the installation or its timing was for a discriminatory purpose." (D & O, p. 3). We have previously shown that the evidence establishes the forbidden motive, even if the Examiner's decision is left out of the account. For present purposes we need only observe that the Board's bare assertion that it is "insufficient" fails to meet the standards of clarity imposed by this Court's decisions. On the contrary, it is a mere statement of disagreement, the same error as in *Retail Store Employees*.

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[2] These propositions are, of course, firmly based on Supreme Court precedent: As to (1), see *Universal Camera Corp.* v. *Labor Board*, 340 U.S. 474, 492-497 and *FCC* v. *Allentown Broadcasting Corp.*, 349 U.S. 358, 364; As to (2), see *Universal Camera, supra*, 340 U.S. at 496 and *Labor Board* v. *Walton Mfg. Co.*, 369 U.S. 404, 408; As to (3), see *SEC* v. *Chenery Corp.*, 318 U.S. 80; 332 U.S. 194 and *Burlington Truck Lines* v. *ICC*, 371 U.S. 156, 167.

[3] If the Examiner had overlooked the existence of an economic reason for the changeover, his decision would be impeached; but his decision shows that he carefully took it into account and nevertheless found that the illegal motivation existed side-by-side. See p. 15, *supra*.

The question of motivation herein is one which "turns significantly upon credibility" *Retail Store Employees, supra* at 496. The Examiner's conclusion rested in part on his disbelief of Clinton's testimony that the "employees knew the 'cutback' in the scheduling was to install the inking carriage," which was his only explanation of his failure to publish the reasons for this change. Had he posted an explanation—as he later posted a letter rejecting the Union's bargaining demand even before its addressee, McFee, received it—the employees might not have interpreted the change as an anti-union reprisal. Of course, the Examiner's disbelief of Clinton was not limited to this item of testimony. See TXD, p. 6, l. 32-39; p. 11, l. 3-27, particularly the last sentence; p. 15, l. 32-35. Under these circumstances, the Examiner was fully justified in deciding that when Clinton denied that discouragement of union membership was a ground for the reduction of work, "the truth is the opposite of his story." *Dyer* v. *McDougall*, 201 F. 2d 265, 269 (C.A. 2), quoted with approval in *Labor Board* v. *Walton Mfg.*, 369 U.S. 404, 408. *Compare Burinskas* v. *NLRB*[4] where the Examiner had discredited company witnesses who denied an unlawful motive for discharging an employee.

The conclusion that the Board erred in failing to find an 8(a)(3) violation follows from yet another line of analysis, which does not require the Court to pass on the adequacy of the proof of unlawful intent. It is settled that "an employer's protestation that he did not intend to encourage or discourage must be unavailing where a natural consequence of his action was such encouragement or discouragement. Concluding that encouragement or discouragement will result, it is presumed that he intended such consequence. In such circumstances, intent to encourage [or discourage] is sufficiently established." *Radio Officers* v. *Labor Board*, 347 U.S. 17, 45. The evidentiary findings which the Board adopted allow no doubt that discouragement of union membership was the "natural consequence" of the employer's action. To recapitulate, the findings establish that at the time of the carriage change, the Company was engaged in an extensive campaign to undermine the Union, one of its supervisors had threatened a reduction of work and that reduction followed, almost immediately, without any explanation to employees. Never before had the changing of carriages resulted in mass layoffs. That this exercise of the employer's power over jobs would be understood by the employees who had witnessed the anti-union campaign as a warning to quit the Union was not merely "foreseeable" (*Radio Officers, supra* at 45); it was inevitable.

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[4] **Unpublished Order of this Court of January 8, 1964.**

There is an additional reason why the Board should be directed to award the back pay even if its dismissal of the Section 8(a)(3) charge is sustained. Such a remedy is appropriate where there is a loss of jobs due to a change of working conditions effectuated unilaterally in violation of Section 8(a)(5) despite the absence of an 8(a)(3) violation. *Fibreboard Paper Products Corp.* v. *Labor Board,* 379 U.S. 203, 215-217. Having reversed the conclusions on which the Trial Examiner based his recommendation of a back-pay remedy, the Board should have considered whether that remedy was nonetheless appropriate for other reasons. Had it done so, it would have found *Fibreboard* indistinguishable.

II. The Board Erred in Including the Janitors in the Bargaining Unit

The Board determined that the three janitors should be included in the bargaining unit and framed its bargaining order accordingly. In its request for bargaining, the Union had not included them in the unit which it sought to represent. The Trial Examiner decided that these three employees did not belong in the unit, but this finding was reversed by the Board. The Board held nonetheless, that this slight variance between the unit sought and that found appropriate did not affect the obligation of the employer to bargain and found the employer guilty of violating Section 8(a)(5) of the Act. Accordingly, its order required the employer to bargain with the Union in the unit which it found appropriate. Petitioner, ITU, has no objection to representing the janitors and is concerned with the unit issue only insofar as it affects the validity of the bargaining order. If the Court agrees that the Board's decision cannot affect that order, then the unit issue need not be decided. We brief it only as additional support to the Board's bargaining order.

The Trial Examiner found that the janitors perform the following functions:

> "The *janitors* clean up the locker room, clean and wax the floors, clean up shavings in the stereotype room, mop the floor in the pressroom and the ink spots on it, and bundle the waste paper against the wall. They also empty and clean the drip and grease pans of the press. Upon occasion they also washed Plant Manager Clinton's car, drove his children to and from school, and did yard work around the plant. They are paid less than half of what the pressmen earn. Sometimes, when the pressroom is cluttered, they assist in moving with a towmotor the finished comics from the pressroom into the shipping department. It is clear that they are not skilled employees and that they do not do maintenance work, such as repairing, adjusting, and tending to the press and other machines, and such as electrical work." (TXD, p. 10, l. 2-13).

He concluded that the "janitors are unskilled employees whose principal function is housekeeping work, having no close community of interest with the skilled craft group which comprises an appropriate unit in this plant." (TXD, p. 10, l. 13-16). He therefore excluded them from the unit. The Board, disagreeing with this conclusion, expressly declined to adopt his characterization of the unit as a "skilled craft group." (D & O, p. 2, n. 3). Since the Union is not attempting to sever a craft group from an existing bargaining unit, this disagreement as to characterization cannot effect the result. The question is, rather, whether the community of interests between the employees in the unit and the janitors is sufficiently great that the latter must be included in the unit. In deciding that there is such community of interest, the Board relied on its finding "that in addition to their duties as set forth by the Trial Examiner [quoted above] the janitors *regularly* transport the comics from the pressroom to the shipping room between the hours of 4 p.m. and 8 a.m., when the day shift shipping employees are not at work, and bring skids or pallets and cardboard pads into the pressroom when these items are needed by the pressmen." (D & O, p. 2, Emphasis supplied.) The evidence does not justify a finding that this was a "regular" function of the janitors. The testimony on this subject came from Clinton and Nickolson, a pressroom employee on the night shift. Clinton said that they do this work "lots of times" (Vol. III, p. 229) and later, in response to a leading question by Company counsel, acknowledged that it is "sometime" [sic] necessary for them to do it.[5] When Company counsel attempted on cross-examination to put into Nickolson's mouth an admission that the janitors "as a part of their regular job, take these papers from the pressroom into the shipping room", Nickolson replied, "I have seen them do it on occasions, but I couldn't say whether it is their regular job or not." (Vol. II, p. 247). Nickolson explained further, "Normally the day shift moves them all out and we have room in the evenings to run. We stack them up against the scales." (Vol. II, p. 248). Again, Company counsel attempted to put an admission into the witness' mouth:

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[5] The colloquy is as follows:

Q. Is it necessary that sometime do that same work from four o'clock in the afternoon until seven o'clock the next morning?

A. It is part of it.

Q. Who does that?

A. The maintenance people. (Vol. IV, p. 188).

"Q. And if they get cluttered up at night the colored man moves them, right?

"A. Sometimes, and sometimes we move them." (Id.)[6]

If the work is performed "normally" on the day shift, and if on the exceptional occasion when it must be performed at night, it is "sometimes" done by the pressroom employees and sometimes by the janitors, a finding that the janitors do it "regularly" goes well beyond the evidence. Nor does Clinton's testimony, even if taken at face value, go that far. Thus the testimony of neither witness supports the Board's critical finding on this issue. But if the Board had thought that there was a conflict in the testimony, it would have been compelled to accept Nickolson's version rather than that of Clinton, whom the Examiner had discredited, and Nickolson repulsed counsel's importunities to attribute regularity to the janitors' moving the papers.

Quite aside from the testimony, the objective evidence of the Company's evaluation of the employees belies its position, assumed for litigation purposes, that the janitors regularly perform the functions of the shipping employees. For the record shows that it paid the janitors $1.50 to $1.65 an hour whereas it paid the shipping employees $3.22 an hour. (Tr., Vol. III, pp. 126, 226). For these reasons, the Board's finding that the janitors regularly performed the function of transporting the comics is unsupported by substantial evidence on the record considered as a whole and therefore cannot support its unit determination. There is no reason to surmise that in the absence of this finding, the Board would have reversed the Examiner's conclusion, based on precedent,[7] that the janitors should be excluded from the unit. We acknowledge that the Board has broad discretion in making the ultimate determination of the appropriate unit. *Packard Motor Company* v. *Labor Board,* 330 U.S. 485. The findings underlying that determination, however, are subject to the regular rules of judicial review established in Section 10(e) of the Act and adumbrated in the *Universal Camera* case, *supra.* Where such review requires reversal of the findings underlying the Board's determination of the appropriate unit, the *Packard* principle simply does not come into play.

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[6] Company counsel chose throughout to refer to the janitors as "colored", apparently in furtherance of its strategy to accuse the Union of racial discrimination. As the Trial Examiner found, the Company "contended but failed to prove that the Union would not accept or represent the janitors because they were Negroes." (TXD, p. 10, l. 18-20).

CONCLUSION

We have herein addressed ourselves only to the issues raised by our Petition for Review in Case 20,012. This discussion bears necessarily on some of the issues in Case 20,105, the Company's petition to review the order against it. For, as we have shown, the unfair labor practices which are the basis of that order are the strongest evidence that the Company also violated Section 8(a)(3). Although we have intervened in Case 20,105, we shall, to avoid duplication, leave to the Board the defense of its order against the Company, reserving the right to make additional comments, if necessary, in our reply brief.

For the reasons stated herein, the Board should be instructed to amend its order to award back pay to the employees who lost work due to the carriage changeover. While it would also be correct to amend its bargaining order to exclude the janitors from the unit defined therein, we do not press for this relief if the bargaining order can stand otherwise. See pp. 19-20, *supra*. In all other respects, the Order of the Board should be affirmed and enforced.

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[7] *Sarasota Herald-Tribune Journal,* 111 NLRB 654.

Respectfully submitted,

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APPENDIX "A"

Sec. 2. When used in this Act—* * *

(11) The term "supervisor" means any individual having authority, in the interest of the employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibly to direct them, or to adjust their grievances, or effectively to recommend such action, if in connection with the foregoing the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment. * * *

Sec. 7. Employees shall have the right to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection, and shall also have the right to refrain from any or all of such activities except to the extent that such right may be affected by an agreement requiring membership in a labor organization as a condition of employment as authorized in section 8(a)(3).

Sec. 8. (a) It shall be an unfair labor practice for an employer—

(1) to interfere with, restrain, or coerce employees in the exercise of the rights quaranteed in section 7;

* * * * * * * * * *

(3) by discrimination in regard to hire or tenure of employment or any term or condition of employment to encourage or discourage membership in any labor organization: * * *

* * * * * * * * * *

(5) to refuse to bargain collectively with the representatives of his employees, subject to the provisions of section 9(a). * * *

Sec. 9. * * *

(b) The Board shall decide in each case whether, in order to assure to employees the fullest freedom in exercising the rights guaranteed by this Act, the unit appropriate for the purposes of callective bargaining shall be the employer unit, craft unit, plant unit, or subdivision thereof: * * *

Sec. 10. * * *

(c) * * * If upon the preponderance of the testimony taken the Board shall be of the opinion that any person named in the complaint has engaged in or is engaging in any such unfair labor practice, then the Board shall state its findings of fact and shall issue and cause to be served on such person an order requiring such person to cease and desist from such unfair labor practice, and to take such affirmative action including reinstatement of employees with or without back pay, as will effectuate the policies of this Act: * * *

(e) * * * The findings of the Board with respect to questions of fact if supported by substantial evidence on the record considered as a whole shall be conclusive. * * *

BRIEF FOR THE NATIONAL LABOR RELATIONS BOARD

United States Court of Appeals

FOR THE DISTRICT OF COLUMBIA CIRCUIT

No. 20012

INTERNATIONAL TYPOGRAPHICAL UNION, AFL–CIO,
PETITIONER,
v.
NATIONAL LABOR RELATIONS BOARD, RESPONDENT,
DIXIE COLOR PRINTING CORPORATION, INTERVENOR.

No. 20105

DIXIE COLOR PRINTING CORPORATION, PETITIONER,
v.
NATIONAL LABOR RELATIONS BOARD, RESPONDENT,
INTERNATIONAL TYPOGRAPHICAL UNION, AFL–CIO,
INTERVENOR.

ON PETITIONS TO REVIEW AND ON CROSS-PETITION FOR ENFORCEMENT OF AN ORDER OF THE NATIONAL LABOR RELATIONS BOARD

United States Court of Appeals
for the District of Columbia Circuit

FILED [illegible] 1966

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STATEMENT OF QUESTIONS PRESENTED

The questions presented are correctly set forth at page i of the Union's brief and appear also in the prehearing conference stipulation reprinted at pp. 1–3 of the Joint Appendix.

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*Authorities chiefly relied upon.

United States Court of Appeals

FOR THE DISTRICT OF COLUMBIA CIRCUIT

No. 20012

INTERNATIONAL TYPOGRAPHICAL UNION, AFL-CIO,
PETITIONER,
v.
NATIONAL LABOR RELATIONS BOARD, RESPONDENT,
DIXIE COLOR PRINTING CORPORATION, INTERVENOR.

No. 20105

DIXIE COLOR PRINTING CORPORATION, PETITIONER,
v.
NATIONAL LABOR RELATIONS BOARD, RESPONDENT,
INTERNATIONAL TYPOGRAPHICAL UNION, AFL-CIO,
INTERVENOR.

ON PETITIONS TO REVIEW AND ON CROSS-PETITION FOR ENFORCEMENT OF AN ORDER OF THE NATIONAL LABOR RELATIONS BOARD

BRIEF FOR THE NATIONAL LABOR RELATIONS BOARD

COUNTERSTATEMENT OF THE CASE

No. 20012 is before the Court on the petition of the International Typographical Union, AFL-CIO (herein called the "Union") to review the Board's Decision and Order issued against Dixie Color Printing Corporation (herein called the

"Company").[1] The Board issued this Decision and Order on Feburary 14, 1966, following proceedings under Section 10(c) of the National Labor Relations Act, as amended (61 Stat. 136, 73 Stat. 519, 29 U.S.C. Sec. 151, *et seq.*). The Board's Decision and Order are reported at 156 NLRB No. 120 (J.A. 690–695, 650–689).[2]

No. 20105 is before the Court on transfer from the Court of Appeals for the Fifth Circuit where the Company filed its petition to review the above-mentioned Decision and Order against the Company. The Board has cross-petitioned for enforcement of its order.[3] Nos. 20012 and 20105 have been consolidated for all purposes by this Court's April 29, 1966, order. This Court has jurisdiction over the proceedings under Section 10 (e) and (f) of the Act.

I. The Board's findings of fact

In brief the Board found that the Company violated Section 8(a)(1) of the Act: (1) by coercively interrogating its employees concerning their union affiliation and activities; (2) by suggesting the formation of a plant committee to stop the Union; (3) by threatening plant closure and other reprisals for the employees' union activity; and (4) by announcing and implementing necessary maintenance work in a manner interfering with the employees' organizational rights. The Board also found the Company violated Section 8(a) (5) and (1) of the Act by refusing to bargain with the Union after a majority of the employees in an appropriate unit designated the Union as their bargaining representative, and by failing to bargain with the Union over the maintenance work's impact on jobs and working conditions. The Board further found that the employees' December 16, 1964, walkout was prompted by the Company's unfair labor practices. However, the Board, disagreeing with its Trial Examiner, found the evidence insufficient to support a finding that the Company's announcement and unilateral implementation of the maintenance work also violated Section 8(a)(3) of the Act. The evidence underlying the Board's findings is summarized below:

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[1] On April 29, 1966, this Court granted the Company's motion to intervene in No. 20012, but denied its motion to transfer the proceeding to the Court of Appeals for the Fifth Circuit.

[2] "J.A." references are to the pages in the Joint Appendix of record materials. References preceding a semicolon are to the Board's findings; those following are to the supporting evidence.

[3] On June 29, 1966, the Court granted the Union's motion to intervene in No. 20105.

A. Background: The Company's operations

The Company, located in Sylacauga, Alabama, prints nationally syndicated comics for newspapers (J.A. 650; 511, 460).[4] It is a wholly owned subsidiary of Greater Buffalo Press, Inc., of Buffalo, New York (J.A. 651; 508). The Company began operating in February–March 1963 (J.A. 504, 506, 465, 362). The Company's plant manager is Joseph T. Clinton (J.A. 653; 359–360).

The Company receives newspaper mats for the comics from its Buffalo parent (J.A. 658; 460). Stereotype casts are made from these mats; the casts are then cut to size and "to register" (J.A. 658–659; 460–461). After further preparation, the casts are sent to the plating department to receive a thin nickel coating (J.A. 659; 461, 296, 346). The finished plates are stored in the "library" until a printing "run" is made (J.A. 659; 461, 346). The stereotyping and plating operations are performed in a large partitioned area referred to as the "stereotype room" or the "stereotype room [and] library" (J.A. 659; 522, 295–296, 346–347). There is just one shift, consisting of four stereotypers and two platers (J.A. 659; 539, 428). The stereotypers are supervised by Foreman Gene Leslie and the platers by Foreman Frank Foster (J.A. 659; 369, 294, 206–207, 428).

The Company's "pressroom", adjacent to the stereotype room, contains a semi-cylindrical, "web letterpress," which prints in three colors and black (J.A. 461–462, 464, 522.)[5] On completion of the printing, the comics are cut, folded, stacked on pallets, and taken to the "mailroom" or "shipping department" (J.A. 462–463, 466). The pressroom work requires three shifts per day, each shift using a six-or-seven-man crew: one head pressman (or "man in charge"), an oiler, a rollman, and several "fly boys" (deliverymen) (J.A. 659; 207, 199, 258, 262, 396–397, 525). John "Leck" Horton is the pressroom foreman or plant superintendent (J.A. 667, n. 9; 427–428). The shipping department employees, who transport the comics to the shipping room, work only the day shift (J.A. 691; 404, 466, 366, 119). During the night shifts, employees referred to as "janitors" perform the transporting tasks (J.A. 691; 366, 466, 429). The janitors also have custodial and other duties, *infra*, pp. 34–35.[6] The Company also employs two employees for repair and maintenance work (J.A. 665; 350, 452, 539).

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[4] Representative yearly sales in interstate commerce exceed $200,000 (J.A. 650–651; 511). The Board's jurisdiction is not contested.

[5] At the time in question (fall 1964), the Company had made some preparations for the installation of a new press next to its existing one (J.A. 494–495, 167, 168–169, 193, 522).

B. Company employees seek Union representation

In October 1964, Company employees became interested in obtaining union representation and contacted the Alabama Central Labor Council (J.A. 652; 21). The Council referred the matter to Donald A. McFee, representative for the International Typographical Union (*ibid.*). McFee met with employee Robert Gaston on October 21 and arranged an employee organizing meeting for the upcoming Sunday—October 25 (J.A. 652; 22). Seventeen Company employees, including three of the four head pressmen (J.A. 29), attended the meeting at a motel in the town of Childersburg, some 10 or 11 miles from Sylacauga (J.A. 652; 22–23). The employees signed cards authorizing the Union to represent them in collective bargaining negotiations (J.A. 652; 23). They also elected officers for a Union Chapel (J.A. 74, 101, 206).

In the days following the October 25 meeting, 24 out of the 37 employees in the unit found appropriate by the Board[7] signed a petition expressing their organizational interest (J.A. 652–653; 517, 27–28, 105, 124–125, 138, 156, 164, 171, 177,

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[6] Unlike the Trial Examiner, the Board found the janitors had "a sufficiently close community of interest" with the Company's production and maintenance employees, and, accordingly, included them in the bargaining unit. (J.A. 691.)

[7] The appropriate unit was found to be: "all employees at the Sylacauga plant, including pressroom employees, stereotype and plating room employees and mailing room (shipping) employees, and maintenance employees and janitors, but excluding all office clerical employees, professional and technical employees, guards and supervisors as defined in the Act" (J.A. 693).

191, 228, 255, 298, 308, 310, 311–312, 313, 314, 316, 320, 323, 330, 335). The petition stated that the signers had given written bargaining authorizations to the Union, and that they represented "a substantial majority of all production employees performing work in the pressroom, stereotype room and mailing room, which is the production department," and requested that the Company recognize the Union as the employees' bargaining representative (J.A. 653–654; 517). Before the petition was delivered to Manager Clinton on November 23, the Company interrogated a number of employees about the Union activity (J.A. 666–674).

C. The Company coercively interrogates its employees concerning their union activity

Plant Manager Clinton returned from a Florida trip on November 19 (J.A. 666; 475). The next day, he received word from Joseph Dark, a local businessman and former mayor of Sylacauga, that the Company's pressmen were grumbling about Sunday work and the lack of overtime pay for Sunday and holiday work (J.A. 666, 690 n. 1; 476, 500).[8] Clinton instructed Superintendent John Horton to find out what the complaining was about (J.A. 667; 476, 500, 435–436, 446–447). Pursuant to these instructions, Horton went to the plant during the night of November 20–21, a time when he was not normally on duty (J.A. 667; 436, 447, 178), and had individual talks with seven employees (J.A. 667–671; 436–439, 447–451).

Horton talked to employee Frank Gene Graham at about 10:30 p.m. on November 20 (J.A. 667; 113, 118). Horton asked Graham why he wanted the Union (J.A. 667; 113). When Graham said the Union offered benefits the Company "won't give us," Horton asked what the employees' gripes were (J.A. 667; 113–114). Graham said that he did not like the straight time for Sunday work (J.A. 667; 114). Horton asked, "Do you think if this was corrected it would stop the Union?" (*ibid.*). Graham said no (*ibid.*). Horton also stated that he and Plant Manager Clinton would meet with an employee committee, one representative from each shift, to "thrash out" employee problems (*ibid.*). Horton added that "No one will pay union dues, and everybody would be happy" (*ibid.*). Horton asked Graham if he thought the committee would work; Graham again said no (*ibid.*). Throughout the 15–20 minute conversation, Horton repeatedly hung his head and said he wished the employees would "call this thing off" (J.A. 667; 115).

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[8] The Board felt it unnecessary to decide whether Dark also informed Clinton of the Union activity (J.A. 690, n. 1.).

Horton told employee Harmon Allen that he had "heard ya'all have gone Union" (J.A. 667–668; 171–172). When Allen said yes, Horton asked, "Well, is there anything that you know we can do to stop it" (J.A. 668; 172). Allen said, "No, not at this point" (*ibid.*). Horton then suggested that they "get a gripe committee together, a man from each shift * * * to counsel with us" (*ibid.*). Allen said he did not think that would work (*ibid.*). Horton also asked if Sunday work was one of the "biggest gripes"; Allen acknowledged that it was (*ibid.*).

Horton opened his conversation with employee Grover Blankenship by asking, "Why are all you men dissatisfied" (J.A. 668; 138–139). Blankenship indicated that Sunday work and the work schedule were two reasons for the dissatisfaction (J.A. 668; 139, 153). Horton asked if the elimination of Sunday work and an employee committee would satisfy Blankenship (J.A. 668; 139, 154). Blankenship told him no, that "it has already gone too far" (*ibid.*).

At about 12:30 a.m., Horton talked with employee Oscar Raughton for close to 30 minutes (J.A. 668; 178). Horton first asked, "What is this I hear about a Union?" Raughton said the employees had organized (J.A. 178). Horton wanted to know what the employees' problems were, whether Sunday work was the biggest problem, and if double time for Sundays would solve the employees' problems (J.A. 668; 178). Raughton replied that "working conditions in general" were the problem and that double time for Sundays would not solve it at that time (J.A. 668; 178–179). Horton twice brought up the establishment of the plant committee to settle employee problems (J.A. 668–669; 178–179). Raughton indicated he felt that the committee would not accomplish anything and that Clinton would not meet with the employees (J.A. 669; 178). Horton would not reply to Raughton's inquiry about "any guarantee" that Clinton would in fact meet with the employees if they did set up the committee (J.A. 669; 179).

Horton talked with employee Buster Bryant for about an hour on the morning of November 21 (J.A. 669; 125, 130). Bryant answered Horton's initial inquiry by acknowledging that he had joined the Union (J.A. 669; 126). Horton wanted to know why the union activity got started (*ibid.*). Bryant listed a number of reasons why he felt the Company's working conditions were "very poor" (J.A. 669; 126–127, 134–135). Horton asked if it was "too late," if there was any way the Company could "get out of that" (J.A. 669; 128). Bryant said "no, that we had already joined the Union, and that we wanted them to represent us" (*ibid.*) Bryant also rejected Horton's suggestion of overtime for Sunday work and an employee committee as a solution to the employees' problems (J.A. 669; 128–129). Horton told of his experience with a union in Anniston, Alabama, in which the plant closed down after the union asked for a pay raise (J.A. 669; 129). Horton asserted that "Well, it just goes to show you that a plant can close down, you know, if they want to" (*ibid.*). During the conversation Horton persisted in asking "Is it too late?", or "Can we get out of this?" (J.A. 669; 129–130). He also appeared flushed and perplexed and had difficulty looking Bryant in the face (J.A. 669; 133–134).

Horton talked with employee Jerry Dees about 1:30 a.m. on November 21 (J.A. 670; 164). He asked if Dees "didn't think we could hold off on this union business" (J.A. 670; 165). Dees said no (*ibid.*). Dees was also negative to Horton's proposals regarding Sunday work and the employee committee to meet with Manager Clinton (J.A. 670; 165–166). Dees indicated that the employees had "already joined the Union and we were not going to give up on it now" (J.A. 670; 166). Horton also told Dees that just before finding out about "the union talk around the plant" he had heard that a new press was scheduled to start in March 1965 (J.A. 670; 165). Horton added that "he didn't know how this union business would affect the installation of the new press" (*ibid.*). Horton also pointed out that Dees was one of the "low men" on seniority and that cutbacks at the Company's unionized Anniston plant were determined by seniority (*ibid.*).

And, at about 2 a.m. on November 21, Horton engaged in similar questioning of head pressman John Nickolson: could the employees "put this thing off," and would Sunday overtime pay and a plant committee resolve the employees' complaints (J.A. 670; 228–229). Nickolson answered no on all counts, stating that "things had done gone too far" (J.A. 670; 229).

Later on in the morning of November 21, Horton reported the results of his night-time discussions to Manager Clinton (J.A. 672). He informed Clinton what the employees' complaints were, that some had indicated they signed union cards, and that he (Horton) felt that "most of them" were in the Union (J.A. 672; 439–440, 451).

Sometime on November 21, Chief Electrician Wilbur Holmes[9] called employee Oscar Clifton over and said "I hear you and the boys are fixing to put us out in the cold" (J.A. 672; 335). Holmes continued by saying, "[T]he old man will close this plant down * * * I will bet you by next week we will be on 2 or 3 days a week" (*ibid.*).

D. The Union presents its demand for recognition and bargaining

On November 23, Union Representative McFee and employees Robert Gaston and Ronnye Jackson called on Plant Manager Clinton to discuss union recognition (J.A. 654; 29–30, 108, 477). McFee presented Clinton with the petition signed by 24 employees and a written request for recognition (J.A. 653–654; 516–517, 30, 33–34). The request stated the Union had a "substantial majority" in a unit described as "the production department" consisting of journeymen and apprentice employees performing "all production work in the press room, stereotype room and mailing room (shipping)" (J.A. 653; 516). After a discussion on the Union's position regarding representing pressroom employees and on the Union's history, Clinton raised the question of majority status (J.A. 654; 30–32). McFee indicated he had authorization cards which he offered for a comparison with the Company's payroll records, providing the Company agreed to recognize and bargain with the Union if the check substantiated the Union's majority (J.A. 654; 32).

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[9] The Board found Holmes to be a supervisor within the meaning of the Act. See discussion *infra*, pp. 19–20, n. 22.

Clinton made no reply (*ibid.*). McFee then told Clinton that if he doubted the Union's majority, the Union would agree to a secret ballot election conducted by a minister, a public official, by Clinton himself or anyone he selected, provided the Union had an observer and the Company agreed to abide by the election results (J.A. 654; 32, 91). Clinton said he wanted no part of that (J.A. 654; 33, 91). McFee next suggested that the majority issue be decided by asking those employees favoring the Union to step to one side of the plant and those opposed to step to the other side (J.A. 654; 33, 92). Clinton declined (J.A. 654; 33). McFee then offered to consent to a Board election, but again Clinton declined (J.A. 654; 33, 102). At no time during this talk did Clinton question the appropriateness of the Union's requested unit or the inclusion of the head pressmen in that unit (J.A. 654; 32, 34, 94–95). The discussion ended with Clinton stating that he would telephone his superiors in Buffalo and meet with McFee the next day before noon (J.A. 654; 34, 477).

Clinton met McFee at breakfast the next morning (November 24) and informed McFee that, on instructions from the Buffalo company, he had mailed the Union's material to Buffalo (J.A. 655; 35, 478, 499). Clinton did not verbally disagree when McFee asserted that the Union had a majority in the "production department" even if everyone in the plant including Clinton were counted (J.A. 655; 35–36). Clinton said that the Company would be in touch with the Union (J.A. 655; 36–37, 478).

E. Further efforts to defeat the Union

1. *Threats of reprisals*

Following the presentation of the Union's bargaining demand on November 23, Company supervisors had further discussions with the employees concerning the Union. Superintendent Horton talked with employee Hugh Hickey within a day or so of the Union's demand (J.A. 671; 157, 162). Horton said that, based on his experience, he felt there was as much job security without a union as with a union (*ibid.*). Horton mentioned one unionized company he had worked for, expressed his view that this company closed down because of the union, and cautioned Hickey to "be sure [he] wasn't making a mistake" (J.A. 671; 157–158). Horton also referred to his employment with this other company in a talk with employee Oscar Clifton a few weeks later, stating that the plant closed down 2 months after the union's strike for higher wages (J.A. 671; 336–337). And, about the same time, Horton told employee Oscar Raughton that even if the employees did "go Union," the Company still "had the right to hire or fire when they wished" (J.A. 671; 180). Horton also said, "[B]y now, you can see that the company does not want to go Union" (*ibid.*).

Chief Electrician Holmes spoke to several employees in the latter part of November (J.A. 672–673). Around the time of the Union's November 23 demand, Holmes asked employee Hugh Hickey if he was a member of the Union (J.A. 672; 331). When Hickey said that he was, Holmes "made the statement that the plant could close down before it would ever go union" (*ibid.*). On the afternoon of November 23, following the Union's demand, Holmes told employee Thomas W. Smith that "You boys are making a mistake * * * The Company will never stand for these union activities" (J.A. 672; 299). Holmes continued with: "This is a non-union town. * * * It has never stood for a union to be in here and they will not allow it in the future" (*ibid.*). Holmes also said that the employees would be on "short time" within 2 weeks, and that the Company's owners would close the plant down before allowing it to "go union" (J.A. 672; 299, 301). Later in November, Holmes told employee Calvin Bryant that "if the plant were to go union that they would close it down" (J.A. 672; 295). And on about November 23, Holmes told head pressman John Nickolson that some wire, which was to be used for the new press, was being returned because the Company had found out about the Union (J.A. 673; 237–238). Holmes also indicated to employee Hugh Hickey that the wire's return was "because the new press was not going up, that they were shipping it out because of the Union" (J.A. 673; 332–333). The wire was in fact being returned as defective (J.A. 496–497, 414, 418, 644–646).

Plating Department Foreman Frank Foster discussed the Union activity with head pressman George Hickey shortly after the Union's November 23 recognitional demand (J.A.

674; 193). Foster asked Hickey, "as a man, and not as a Union Officer," what were the employees' grievances against the "library" (*ibid.*). Hickey replied that, as far as he knew, there were no grievances and that Foster had "done a good job" (*ibid.*). Foster stated that if he were caught talking to Hickey, it would be his (Foster's) job (*ibid.*).

2. Facilitating withdrawal from the Union

On the morning of November 23, prior to Manager Clinton's talk with McFee (*supra*), employees Guy Wheeles and Bobby Norred asked Manager Clinton how they could get out of the Union (J.A. 674; 478–479, 385). On Clinton's advice, employee Wheeles arranged a meeting at the home of his father-in-law, Mr. Appleby (J.A. 674; 479, 385–386). Present at the meeting were employees Wheeles, Norred and Blankenship[10] and Mr. Appleby, ex-mayor Dark and Manager Clinton (J.A. 675; 141, 147, 386, 403, 479–480). During the meeting, both ex-mayor Dark and Manager Clinton told the employees that the Union would not pay them any $85 or $90 a week as strike benefits (J.A. 675; 143, 151). Manager Clinton added that Union Representative McFee would promise the employees anything and that McFee would take for himself 75 percent of their Union dues for one year (J.A. 675; 143). Ex-mayor Dark told employee Blankenship that Union dues would amount to 5 per cent of his monthly pay (J.A. 675; 151). Dark also brought out a proposed written withdrawal from the Union (J.A. 675; 144, 388, 403–404). At the meeting (or later in the day), employees Wheeles and Norred used Dark's language to write two identical letters stating their desire to withdraw from the Union (J.A. 675; 634, 643, 388–389, 403–404). Wheeles took two copies of this letter to Dark (J.A. 675; 388, 400). Although Dark said he would mail one copy to the Union, there was no evidence that the Union ever received a withdrawal letter from either Wheeles or Norred (*ibid.*).

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[10] **Blankenship was induced to come by Norred, who stated that Clinton promised written assurance against dismissal if Norred got out of the Union and that Clinton would offer the same thing to Blankenship (J.A. 675; 139–131, 149–150, 146).**

3. *Announcing and unilaterally implementing maintenance work which resulted in a loss of earnings for employees*

Since April of 1964, the Company had been preparing an inking carriage to install in the press (J.A. 677; 467, 451, 435, 641–643). The installation was the first step in a scheduled overhaul of all 12 of the inking carriages in the press (J.A. 435, 472, 457, 251). The new carriage was ready in late November and, on about November 19–20, Company Manager Clinton decided to make the first changeover during the weekend of December 4–6 (J.A. 677; 472, 442). The changeover required shutting down the press and sending work out to affiliated plants (J.A. 677; 460–472, 635–639). On November 29, Manager Clinton, without consulting with the Union, posted the work schedule for the upcoming week[11] which reduced the weekly hours of some employees, downgraded the status of two headpressmen,[12] and laid off certain other employees (J.A. 676–677; 648, 167, 473–474). This work schedule was the first notice of the cutback given the employees (J.A. 117, 167). Clinton published no explanation for the employment changes (J.A. 677; 320, 352, 325, 301). There were 23 employees affected by the work changes (J.A. 683, n. 12).

F. The Company announces its refusal to bargain with the Union

On about December 1, Manager Clinton mailed a reply to the Union's November 23 request for recognition and bargaining (J.A. 655; 518, 485). The letter stated that the Company felt the Union's requested unit was not appropriate for bargaining, and that, because of alleged coercion in obtaining Union authorizations and subsequent employee defections from the Union, the Company held a "good faith doubt" of the Union's majority status (J.A. 655; 518). The letter concluded by stating the Company would insist on a Board election as a condition of recognizing the Union (J.A. 655–656; 518).[13] The letter was addressed to McFee at his home in Cary, North Carolina (J.A. 655; 86). However, McFee had not seen or heard of the letter by December 3, when he called on Manager Clinton in his office at the Sylacauga plant (J.A. 655; 37, 86, 488). Clinton told McFee of the December 1 letter, but refused to reveal its contents (J.A. 655; 488). McFee said that the employees were "getting quite worried and disturbed" about the actions of "certain of the town's people" and the interrogations of Superintendent Horton (J.A. 681; 38). McFee also told Clinton that employees were "tremendously upset" by the shortened workweek and the layoffs (J.A. 681–682; 39). Clinton told McFee the cutback was due to "maintenance" but declined to say how long it would continue (J.A. 39).

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[11] Superintendent Horton usually posted the work schedule; this was the first time in many months that Clinton had handled it (J.A. 677; 442–443, 473, 231).

[12] Head pressman John Nickolson was dropped to the "oiler" classification (J.A. 662; 228, 232, 648); and head pressman John Thomas was made a delivery man (J.A. 662; 260). The pay for both classifications is lower than that for headpressman (J.A. 662; 228, 260).

In the evening of December 3, the Company posted on the plant bulletin board Clinton's December 1 letter rejecting the Union's request for recognition (J.A. 655; 41–42). On learning of this, Union Representative McFee called a Union meeting for the night of December 4 (J.A. 656; 42). Twenty-four of the twenty-seven employees in attendance signed a second petition reaffirming their Union authorizations and reiterating their request for Union recognition (J.A. 656, 657; 520, 40, 42, 44, 108, 131, 148, 160, 167–168, 172, 181, 295, 299, 308, 310, 312, 313, 314, 316, 318, 320, 323, 324–325, 330, 335, 345, 350).[14] McFee indicated that he felt it was "quite evident" the Company would not recognize the Union, declaring that the Company had raised certain "technicalities" (J.A. 682; 42).

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[13] Also on December 1, Manager Clinton called the four head pressmen into his office one at a time, and in the presence of a witness, read each a letter declaring that they were "a supervisor and a representative of management" and as such were precluded from engaging in union activities (J.A. 660; 524, 485, 390, 192, 230, 255). The letter also linked participation in union activities with "subjecting the Company to charges before the National Labor Relations Board" and warned of "disciplinary action * * * up to and including discharge" if the head pressmen did anything to "subject" the Company to such charges (J.A. 660, n. 8; 524). Clinton's letter marked the first time the head pressmen were told they were supervisors (J.A. 660; 198; 207–208, 234, 259, 396).

[14] Three head pressmen who had signed the first petition, *supra*, pp. 4–5, did not sign this second petition in order to demonstrate that the Union's majority was not dependent on their inclusion in the unit (J.A. 42–44, 45–46, 203).

He also indicated that he saw "very little likelihood" of eliminating the Company's coercive actions against the employees (J.A. 682; 45). After outlining these actions, McFee told the employees they could continue to work under "the conditions that existed" or "vote to authorize a strike as a result of these unfair acts" (J.A. 682; 46). In either case, McFee said, the Union would file unfair labor practice charges with the Board (J.A. 46).[15] He stated that it was the employees' decision to make; and that if they voted to strike it would be an unfair labor practice strike (J.A. 682; 46). The employees voted unanimously to strike (*ibid.*). McFee said that all avenues short of a strike would first be exhausted and that the Union would wait for a reply to the employees' second petition (*ibid.*).

On December 8, Union Representative McFee sent Manager Clinton a letter, enclosing the employees' second petition (J.A. 656–657; 519, 46). In his letter, McFee stated that the Company's doubts as to the unit and the Union's majority were not "justified in any respect"; but offered the second petition, "signed freely and voluntarily" after the Company's December 1 letter, as further evidence of the Union's majority support (J.A. 656; 519). The letter again requested Union recognition on behalf of the employees in the "production department employees excluding office clericals, janitors, guards, supervisors as defined in the Act, and all other employees" (*ibid.*).

On about December 14, Manager Clinton sent a reply to Union Representative McFee, stating that the Company had "received no facts which would cause us to change" the December 1 position and suggesting that the Union file a representation petition with the Board (J.A. 657–658; 521, 492).[16] Early in the morning of December 16, the employees went out on strike (J.A. 658; 47, 309). Twenty-six employees, including three head pressmen, joined in the strike and picketing activities (J.A. 658; 103–104). Except for two employees who later obtained full-time jobs elsewhere (J.A. 103), these employees continued their strike activity through the date of the hearing—April 27–30, 1965 (J.A. 658; 103, 109, 118, 124, 138, 155–

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[15] McFee also told the employees that, at this time, it was not in their best interests to seek a Board election (J.A. 45, 101–102).

[16] Clinton admitted that he read the names on the employees' second petition, but did not check their authenticity (J.A. 499, 503).

156, 163, 171, 180, 191, 227, 254, 295, 298, 308, 310, 312, 313, 314, 315–316, 319, 322, 324, 330, 332, 334, 345). A typical picket sign carried by the strikers reads (J.A. 523):

We Constitute a Majority
of
Production Employees
Dixie Color
Will Not Bargain
UNFAIR
Sylacauga International Chapel
ITU—AFL–CIO

II. The Board's conclusions and order

On these facts, the Board concluded that the Company had violated Section 8(a)(1) of the Act by coercively interrogating its employees concerning their Union activity, by suggesting the formation of a plant committee to stop the Union, by threatening reprisals if the Union came in, and by implementing necessary maintenance work in a manner interfering with employee organizational rights (J.A. 684, 690, 692–693). The Board also concluded that the Compay violated Section 8(a)(5) and (1) of the Act by refusing to bargain with the Union in the unit found appropriate for bargaining, and by failing to bargain with the Union on the maintenance work's impact on jobs and working conditions (J.A. 684–685, 690–692). The Board further concluded that the employees' December 16, 1964, walkout was prompted by the Company's unfair labor practices (J.A. 681–682, 693, n. 7, 694). The Board also concluded that there was insufficient evidence of a Section 8(a)(3) violation in the Company's action with respect to the maintenance work (J.A. 692).

Accordingly, the Board ordered the Company to cease and desist from the unfair practices found and from "in any other manner" interfering with employee Section 7 rights (J.A. 685–686, 693). Affirmatively, the Board's order directs the Company: (1) to bargain, on request, with the Union as the representative of the employees in the unit found appropriate; (2) to offer immediate and full reinstatement, upon application, to employees who went on strike on December 16, 1964; and (3) to post appropriate notices (J.A. 686–689, 693–695).

SUMMARY OF ARGUMENT

The Company's response to the Union's organizing activity was decidedly hostile. There is ample evidence to support the Board's findings that the Company coercively interrogated its employees concerning their Union activity, threatened reprisals for the Union activity, suggested a plant committee to stop the Union, and implemented changes in the employees' terms and conditions of employment, while performing maintenance work on inking carriages, in a manner interfering with the employees' organizational rights—all in violation of Section 8(a)(1) of the Act. However, the Board was justified in finding insufficient evidence to support the allegation that the job changes resulting from the maintenance work constituted discrimination in violation of Section 8(a)(3) of the Act. It is uncontradicted in the record that the Company had a lawful business reason for making the changes, and they were not implemented in a fashion which discriminated against employees because of their adherence or non-adherence to the Union. Thus, the mere fact that the Company led the employees to believe that the changes were made in retribution for their joining the Union does not make the changes discriminatory within the meaning of Section 8(a)(3).

The record also adequately supports the Board's finding that the Company unlawfully refused to bargain with the Union. The Union had the support of a substantial majority of the Company's employees and made a valid request for recognition. The Company's refusal to accept any means of verifying the Union's majority status coupled with its active continuation of coercive conduct designed to undermine employee support for the Union amply indicate the Company lacked any good faith doubt of the Union's representative status.

The matters raised in defense of the refusal to bargain are lacking in merit. The assertion that the Union's majority was obtained through coercion and the participation of supervisors is not borne out by the record. There is simply no evidence of coercive pressure to sign up with the Union. And the facts fully support the Board's finding that the head pressman, who, along with other employees, participated in the organizational activities, lack the requisite power to direct, assign, discipline, or in other ways supervise other employees. The Union's demand for recognition and bargaining in a unit of "production" employees was not vitiated by the Board's determination that the bargaining unit should also include maintenance and janitorial employees.[17] The variance between the unit requested and the unit found appropriate is far too insubstantial to justify the employer's refusal to bargain. Even assuming the Company had a genuine doubt as to the appropriateness of the requested unit, such a doubt may not be urged as precluding a Board order to bargain in the unit now found to be appropriate. The Board's affirmative order directing the Company to bargain with the Union is appropriate to prevent the Company from gaining an advantage from its unlawful conduct and to remedy the precise unfair labor practice found.

In view of the finding that the Union was the duly designated bargaining representative of the employees, the Board properly found that the Company's unilateral institution of changes in working conditions and job status in connection with the maintenance work, without first consulting and bargaining with the Union, violated Section 8(a)(5) of the Act. An economic reason for the changes is no justification for refusing to bargain with the employees' statutory representative about them. The Board also properly found that the Company's unfair labor practices prompted the employees' walkout on December 16, 1964, thereby making the participants "unfair labor practice strikers" entitled to reinstatement.

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[17] Contrary to the Union's claim, the Board properly found that the janitorial employees had common job tasks and work interests with the production and maintenance employees, and should accordingly, be included in the unit.

ARGUMENT

I. Substantial evidence on the record considered as a whole supports the Board's findings that the Company violated Section 8(a)(1) of the Act by coercively interrogating its employees on their union activity, threatening reprisals for the union activity, suggesting a plant committee to stop the Union, and implementing necessary maintenance work in a manner interfering with the employees' organizational rights

Emerging from the statement of facts is a clear-cut case of an employee-inspired organizing effort which, on discovery by the Company, evoked a series of coercive measures designed to put a quick end to the Union activity. Thus, the credited evidence[18] shows that the employees, on their own initiative, sought out the Union and signed both Union authorization cards and a petition requesting recognition from the Company (*supra*, pp. 4–5). On hearing of the employee "grumbling" from ex-mayor Dark, Company Manager Clinton immediately dispatched Superintendent Horton to interrogate the night shift employees. Horton's searching interrogation quickly uncovered the widespread employee support for the Union. His systematic, and at times lengthy, questioning went far beyond mere casual inquiry or innocuous statement of opinion. Without assuring against reprisals,[19] Horton repeatedly probed for the employees' reasons for "going Union," and asked what could be done to stop the Union and if it was "too late" to do so

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[18] To be sure, the testimony of Company witnesses often presents a differing version of the facts. However, it is well settled that, absent special factors, the resolution of conflicting evidence is for the Board. *Joy Silk Mills, Inc.* v. *N.L.R.B.*, 87 U.S. App. D.C. 360, 369, 185 F. 2d 732, 741, cert. denied, 341 U.S. 914; *N.L.R.B.* v. *Plant City Steel Corp.*, 331 F. 2d 511, 513 (C.A. 5); *N.L.R.B.* v. *Warrensburg Board & Paper Corp.*, 340 F. 2d 920, 922 (C.A. 2). Accord: *N.L.R.B.* v. *Walton Mfg. Co.*, 369 U.S. 404, 408. No such special factors are offered by the Company in its brief to warrant ignoring or rejecting the Board's determinations. We submit that the Examiner's credibility rulings here, affirmed by the Board, are entitled to acceptance by the Court.

[19] An employer has "no legitimate reason to ferret out its employees' [union] affiliations * * * [while offering] no assurance against reprisal." *Martin Sprocket & Gear Co.* v. *N.L.R.B.*, 329 F. 2d 417, 420 (C.A. 5). See also, *International Union of Operating Engineers, Local 49, AFL–CIO* v. *N.L.R.B.*, —— U.S. App. D.C. ——, ——, 353 F. 2d 852, 854–856; *N.L.R.B.* v. *Camco, Inc.*, 340 F. 2d 803, 807 (C.A. 5), cert. denied, 382 U.S. 926.

(*supra*, pp. 5–8). He also attempted to draw the employees away from the Union by offering solutions to employee grievances on scheduling and Sunday work, and by proposing a plant committee to take the place of the Union (*supra*, pp. 5–8).[20] In addition by relating his adverse experience with a union at another employer (J.A. 129), and by raising doubts as to "how this Union business would affect the installation of the new press" (J.A. 165), Horton implanted the fear that adverse consequences would result from unionization. In short, Horton's exhaustive interrogation of the night shift, interlaced with the promise to satisfy grievances and the warning of economic harm, was clearly a coercive attempt to undercut employee support for the Union, and, accordingly, a violation of Section 8(a)(1) of the Act. *S.N.C. Mfg. Co., Inc.*, 147 NLRB 809, 818–820, enf'd *sub nom. I.U.E.* v. *N.L.R.B.*, —— U.S. App. D.C. ——, ——, 352 F. 2d 361, 362, cert. denied 382 U.S. 902, *Martin Sprocket & Gear Co.* v. *N.L.R.B.*, 329 F. 2d 417, 418–420, (C.A. 5); *N.L.R.B.* v. *The Great Atlantic & Pacific Tea Co.*, 346 F. 2d 937, 938 (C.A. 5).[21]

The presentation of the Union's request for recognition on November 23 brought on an additional coercive response from the Company. Within a week or two of the request, Company Supervisors Horton, Foster, and Holmes[22] emphatically conveyed to the employees the Company's hostility towards the Union. The employees were told that the Union was a "mistake," that Sylacauga was a "non-union town", that shorter hours or a shutdown would result if the Company "went Union", and that the advent of the Union was to blame for delays in the installation of the new press (*supra*, pp. 9–10). The Board was well warranted in finding that such threatening statements violated Section 8(a)(1). *N.L.R.B.* v. *Moore Dry Kiln Co.*, 320 F. 2d 30, 32 (C.A. 5); *Florence Printing Co.* v. *N.L.R.B.*, 333 F. 2d 289, 290–291 (C.A. 4); *N.L.R.B.* v. *Coats & Clark, Inc.*, 241 F. 2d 556, 557 (C.A. 5).[23]

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[20] Suggesting the shop committee as a non-dues paying vehicle for "thrash-[ing] out" employee problems (J.A. 114) was clearly designed to thwart the employees' desire for genuine representation. The Board properly found Horton's proposal of the shop committee as an alternative to the Union to be violative of Section 8(a)(1). See *N.L.R.B.* v. *Universal Packaging Corp.*, 361 F. 2d 384, 385, 387 (C.A. 1).

[21] Actual coercion need not be shown. "The test is whether the questioning tends to be coercive, not whether the employees are in fact coerced." *N.L.R.B.* v. *Camco, Inc.*, *supra*, 340 F. 2d 803, 804, n. 6 (C.A. 5). See also, *N.L.R.B.* v. *Associated Naval Architects, Inc.*, 355 F. 2d 788, 791 (C.A. 4).

[22] The Company seeks to disavow responsibility for Holmes' conduct on the grounds that he was not a "supervisor" under Section 2(11) of the Act. The credited evidence, however, clearly establishes Holmes' supervisory authority. Thus, Holmes is responsibile for the operation of all electrical devices in the plant, including tow-motors, air-conditioners and the press (J.A. 673; 421, 408, 409, 414, 303). In performing his duties, Holmes frequently uses employees to assist him, and he directs, checks on, and is responsible for the work these employees do (J.A. 673; 237, 303–306, 320, 338, 421–422, 424). The record further shows that, on at least one occasion, Holmes brought about (either directly or through an effective recommenda-

The Company's hostile interrogation and threats provide a coercive setting for the abrupt and unexplained announcement of a loss of wages, reduction in hours, and change of position of certain employees made by Clinton on November 30. The posting of these changes in the weekly work schedule came in the midst of the supervisors' threats of shorter hours and plant

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tion) the discharge of an employee who had misused a tow-motor (J.A. 673; 287–291, 338–339). Holmes' supervisory status is further evidenced by the fact that he receives the same guaranteed weekly pay and fringe benefits as two stipulated supervisors—Foster and Leslie (J.A. 673; 360–363, 369, 371, 409, 422–425, 426). In addition, Holmes, like Leslie and Foster, makes out his own time slips while the rank-and-file employees punch a timeclock (J.A. 673; 360–361, 422). Finally, the Company has given Holmes authority to pledge its credit up to $12 on purchases (J.A. 673; 421, 253). On these facts the Board properly found that Holmes was not an ordinary employee, but rather possessed and exercised genuine supervisory authority within the meaning of Section 2(11) of the Act (J.A. 674). See *Keener Rubber, Inc.* v. *N.L.R.B.*, 326 F. 2d 968, 969–970 (C.A. 6), cert. denied, 377 U.S. 934; *N.L.R.B.* v. *Crean*, 326 F. 2d 391, 395–396 (C.A. 7); *N.L.R.B.* v. *Charley Toppino & Sons*, 332 F. 2d 85, 86 (C.A. 5).

[23] The Board also found that Manager Clinton's December 1 letter to the head pressmen contained a threat of reprisal violative of Section 8(a)(1) (J.A. 660, 684). The letter asserted, for the first time, that the head pressmen were "supervisors", that they were not to engage in Union activity, and that if they did so it would "be necessary * * * to take disciplinary action against you up to and including discharge" (J.A. 660, n. 8; 524). Three of the four head pressmen had attended the first Union meeting and all four signed the first petition for recognition (J.A. 652; 517, 29, 191, 228, 255). In view of the finding that the head pressmen are not supervisory employees (see *infra*, pp. 26–31) and the Company's contemporaneous anti-union actions, the Board properly held that the December 1 letter represented "an effort to undermine the Union rather than a bona fide effort to neutralize" the Company from a charge of unlawful supervisory interference (J.A. 660).

shutdown (J.A. 295, 299, 301, 331), and followed closely on the heels of the Union's request for recognition. The anti-union overtones of the timing of the announcement are underlined by the fact that, for the first time in many months, Manager Clinton himself handled the preparation and posting of the weekly work schedule. Moreover, while Clinton failed to give any reason for the work changes which directly and substantially affected most of the employees adversely, he did post, on December 3, the Company's letter rejecting the Union's request for recognition. Thus, although it held a valid, business justification for its action (see Part II, *infra*), the Company chose not to divulge it to the employees. This silence, in the face of coercive interrogation, threats, and adamant refusal to bargain with the Union, in effect branded "retaliation" on the changes in terms and conditions of employment connected with the changeover. The Board could reasonably find that the Company's manner of announcing the changes in work schedules was "intended to impress upon all the employees the adverse results which they might suffer because of their exercise of Section 7 rights" (J.A. 692–693). By creating such apprehension, the Company has violated Section 8(a)(1) of the Act. See *N.L.R.B.* v. *Parma Water Lifter Co.*, 211 F. 2d 258, 262 (C.A. 9), cert. denied, 348 U.S. 829; *N.L.R.B.* v. *Longhorn Transfer Service, Inc.*, 346 F. 2d 1003, 1005–1006 (C.A. 5). Cf. *Hendrix Mfg. Co.* v. *N.L.R.B.*, 321 F. 2d 100, 104, n. 7 (C.A. 5).[24]

II. The Board properly found that the Company did not violate Section 8(a)(3) of the Act by instituting changes in work schedules, reassignments, and layoffs in connection with maintenance work on inking carriages

The Union contends, and the Trial Examiner agreed, that because the Company intended the announcement of the changes in the employees' terms and conditions of employment to have an inhibitory effect on their desire for unionization, in violation of Section 8(a)(1), the changes themselves violated Section 8(a)(3) of the Act. This argument is without merit, for it confuses the Company's motive in failing to explain to the employees the reason for the changes, with the Company's motive in making the changes.[25]

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[24] The Board also found the Company's failure to consult with the Union on the changeover's impact on jobs and working conditions violated Section 8(a)(5) of the Act. See, *infra*, pp. 36–37.

We have already shown that Clinton, in posting the new work schedule without explanation, intended to give the employees the impression that the changes were in reprisal for their union activities. The record shows, however, that this impression was misleading. In truth, the only reason the Company changed the work schedule was because the time was ripe to shut down the press and install a new inking carriage. It is undisputed that the Company had long been planning to replace inking carriages, and that the new one was not ready until shortly before November 19, the day Clinton came back from his trip to Florida (J.A. 453, 470, 472). It is also undisputed that even before the Company learned of the advent of the Union, plans had been laid to use the period immediately following Thanksgiving to perform this work (J.A. 470–472, 634–638). Thus, the coincidence of the press's shutdown with the Union's demand for recognition was purely fortuitous. Unlike the cases cited in the Union's brief, pp. 12–13, the facts here do not present a "mixed motive" situation with respect to the changes made in the employees' terms and conditions of employment.[26] Those changes were strictly for economic reasons, and were unconnected with the employees' Union membership or the exercise of their rights under Section 7 of the Act. Hence, there was no "discrimination" as that term is used in Section 8(a)(3) of the Act. See, *Local 357, I.B.T.* v. *N.L.R.B.*, 365 U.S. 667, 674–675; *Radio Officers' Union* v. *N.L.R.B.*, 347 U.S. 17, 42–44; *N.L.R.B.* v. *J. W. Mays, Inc.*, 356 F. 2d 693, 696 (C.A. 2). Under the circumstances, the Board properly found that, while the new work schedule was intentionally announced in such a way as to intimidate the employees, the changes themselves were not illegally motivated and hence did not violate Section 8(a)(3) of the Act.[27]

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[25] Since the Board did not disturb the Examiner's underlying credibility rulings, no appreciable weight attaches to the Board's disagreement with the Examiner. The Board, whose ultimate responsibility it is, is free to determine the legal sufficiency of the established facts. See *Oil Workers Union* v. *N.L.R.B.*, —— U.S. App. D.C. ——, —— F. 2d ——, 62 LRRM 2238, 2240 ——, ——; *F.C.C.* v. *Allentown Broadcasting*, 349 U.S. 358, 364–365; *Rocky Mountain Gas Co.* v. *N.L.R.B.*, 326 F. 2d 949, 951 (C.A. 10).

[26] As the Board pointed out, there is no evidence that employees were selected for layoff, reassignment or shorter hours because of their union activities (J.A. 692). The record affirmatively shows that the Company followed departmental seniority in making the layoffs (J.A. 473).

III. The Board properly found that the Company violated Section 8(a)(5) of the Act by refusing to recognize and bargain with the Union as the exclusive bargaining representative of employees in an appropriate unit

It is now firmly established that an employer may not disregard a union's valid request for bargaining in order to gain time to undermine employee support for the union. *Joy Silk Mills, Inc.*, v. *N.L.R.B.*, 87 U.S. App. D.C. 360, 369–373, 185 F. 2d 732, 741–745, cert. denied, 341 U.S. 914; *Skyline Homes, Inc.*, v. *N.L.R.B.*, 323 F. 2d 642, 647–648 (C.A. 5) cert. denied, 376 U.S. 909; *N.L.R.B.* v. *Overnite Transportation Co.*, 308 F. 2d 279, 283 (C.A. 4); *N.L.R.B.* v. *Economy Food Store Center, Inc.*, 333 F. 2d 468, 472 (C.A. 7). The mere assertion of alleged "good faith doubts" as to the legitimacy of the union's representative status is no defense where the employer's course of conduct reveals a purpose to destroy the union's support and avoid entirely the bargaining obligations imposed by the Act. That such an illegal purpose underlay the Company's refusal to recognize the Union in the present case, is plainly evident from the facts.

The record shows that the Union obtained and maintained the willing support of a substantial majority of the Company's 37 production and maintenance employees (J.A. 665–666, 678; 23, 28, 517, 520). The fact of this majority was clearly conveyed to the Company through Horton's November 20–21 interrogations,[28] two employee petitions each bearing 24 signatures, and the December 16 strike participated in by 26 employees. In addition, when Union representative McFee made the initial request for recognition on November 23, he offered to verify the Union's majority in a number of ways: by having authorization cards checked against the Company payroll, by a secret ballot election conducted by a third party or by Manager Clinton himself, by an "in-plant" demonstration of employee sentiment, and by a Board election (J.A. 654; 32–33, 91–92). All were summarily rejected by Manager Clinton.[29] Clinton thus avoided any direct test of the truth of the Union's representation claim, but he did not at this time question the Union's majority, the appropriateness of the unit, or any of the other matters later urged in justification of the refusal to bargain (J.A. 654; 32, 34). Not until its December 1 letters to Union representative McFee and to the head pressmen did the Company come up with its "good faith doubts."

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[27] The Union correctly points out that the Board has awarded back-pay in certain cases where Section 8(a)(3) was not involved (brief p. 25). However, such back-pay awards do not issue as a matter of right, but rather lie in the sound discretion of the Board to frame an adequate remedy. See e.g. *Phelps Dodge Corp.* v. *N.L.R.B.*, 313 U.S. 177, 198–200; *N.L.R.B.* v. *Seven-Up Bottling Co.*, 344 U.S. 344, 346. Having directed the Company to cease and desist from its unlawful Section 8(a)(1) and 8(a)(5) conduct in respect to the maintenance work and from "in any other manner" interfering with employee statutory rights (J.A. 686, 693), the Board could properly decide that additional relief was not warranted.

As shown below, the reasons advanced in support of these doubts—the alleged supervisory status of the head pressmen, inappropriateness of the requested unit, and coerced Union majority—were clearly without merit (*infra* pp. 25–34). Yet to rebut these reasons and remove any possibility of doubt, the Union asked the employees to sign a second petition for recognition. This petition was freely signed by 24 employees, not including the head pressmen, and submitted to the Company (J.A. 656–657; 510–520, 43–44, 45–46). Thus, the second petition completely refuted the Company's allegation of a coerced majority, and, to the extent possible, removed the scope of the unit as a barrier to recognition.[30] In the face of this petition, the Company declined to recognize any "facts which would cause us to change" the December 1 assertion of "good faith doubts" (J.A. 521). This resolute refusal to acknowledge any and all evidence substantiating the Union's majority is hardly consistent with a genuine, good faith questioning of the Union's representative status.

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[28] Horton admitted that, on the basis of his November 20–21 talks with employees, he informed Manager Clinton that he thought "most of them" were in the Union (J.A. 672, 678; 451).

[29] Clinton's aversion towards anything which would substantiate the Union's majority is to be contrasted with his ready acceptance of a signature comparison as a means of authenticating two employee withdrawal letters (J.A. 678; 488, 499).

[30] The Company had not, at this time, raised any specific issue as to the exclusion of janitors or maintenance employees. Moreover, as noted below, the alleged doubt as to the appropriateness of the requested unit is not a defense to a refusal to bargain violation. (*infra* pp. 32–33).

The facts also show that the Company's response to the Union activity was an extensive effort to undermine employee support for the Union. Thus, Superintendent Horton sought to induce the employees to abandon the Union with promises of corrected grievances, warnings of dire consequences, and the suggestion of a plant committee (*supra* pp. 5–8). Other supervisors threatened plant closure and other reprisals for Union activity; and the Company unlawfully announced the work changes necessitated by the planned installation of the inking carriage in a manner designed to inhibit organizing activity (*supra* pp. 8, 9–11, 12). This coercive conduct amply indicates that the opposition to the Union was not based upon any doubts of the Union's representative status, but rather upon the Company's openly expressed antipathy towards the Union and collective bargaining. As succinctly stated by the Fourth Circuit, the coercive conduct stands as "an absolute refutation of any good faith doubt on the part of the Company." *N.L.R.B.* v. *Overnite Transportation Co.*, 308 F. 2d 279, 283 (C.A. 4). See also, *Joy Silk Mills, Inc.* v. *N.L.R.B.*, *supra*; *I.U.E.* v. *N.L.R.B.*, —— U.S. App. D.C. ——, 352 F. 2d 361, ——, cert. denied, 382 U.S. 902, enforcing *S.N.C. Mfg. Co.*, 147 NLRB 809, 810; *Skyline Homes, Inc.*, v. *N.L.R.B.*, 323 F. 2d 642, 648 (C.A. 5), cert. denied, 376 U.S. 909; *N.L.R.B.* v. *Whitelight Products Division*, 298 F. 2d 12, 14 (C.A. 1), cert. denied, 369 U.S. 887; *N.L.R.B.* v. *Philamon Laboratories, Inc.*, 298 F. 2d 176, 179–180 (C.A. 2), cert. denied, 370 U.S. 919; *N.L.R.B.* v. *Taitel*, 261 F. 2d 1, 4–5 (C.A. 7), cert. denied, 359 U.S. 944. In short, the employees' right to bargain collectively through their designated representative has been clearly denied.

A. The Company's defenses

In defense, the Company asserts that the Union's majority was improperly obtained through coercion and the participation of supervisors, that the unit in the Union's bargaining demand is inappropriate, and that there was a fatal variance between the unit requested by the Union and that found appropriate by the Board. We submit that these contentions are lacking in merit, and, in any event, did not form the basis for the Company's refusal to bargain.

1. *The Union possessed a free, uncoerced majority*

The Company's December 1 assertion that the Union obtained employee authorizations "through coercion and intimidation" (J.A. 518) is patently frivolous. The record contains no evidence of coercive tactics being used on the employees (J.A. 679–680). The Trial Examiner, who observed the witnesses, was of the opinion that "this was as clean a situation of employees' self-organization as could be found" (J.A. 680). The withdrawal of Norred and Wheeles from the Union lends no support to the Company's assertion. Neither employee's withdrawal letter mentioned Union coercion (J.A. 634, 643), and Wheeles admitted that he was not forced to sign with the Union (J.A. 399).

The Company's principal contention is that the Union's majority has been invalidated by the participation of three head pressmen in the organizing activity.[31] This contention is premised on the argument that the head pressmen are in fact "supervisors" under Section 2(11) of the Act.[32] That argument, however, is without merit.

We agree with the Company that Section 2(11) "is to be interpreted in the disjunctive, * * * and the possession of any one of the authorities listed in § 2(11) places the employee invested with this authority in the supervisory class." *Ohio Power Co.* v. *N.L.R.B.*, 176 F. 2d 385, 387 (C.A. 6), cert.

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[31] George Hickey, John Nickolson, and John Thomas signed the first employee petition and attended Union meetings (J.A. 191, 228, 235, 29, 42, 100). Hickey was elected secretary-treasurer of the Union (J.A. 101, 206). The record does not indicate the precise extent of their solicitation on the Union's behalf (J.A. 219–220, 105, 110, 111, 156–157, 171, 308, 309, 317, 380–381, 282).

[32] Section 2(11) defines a "supervisor" as: "Any individual having authority, in the interest of the employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibly to direct them, or to adjust their grievances, or effectively to recommend such action, if in connection with the foregoing the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment."

denied, 338 U.S. 899. We also agree that Section 2(11) "does not require the exercise of the power described for all or any definite part of the employee's time. It is the existence of the power which determines the classification." *Id.*, at 358. However, as this Court has consistently held, "It is not alone that [the employee] may hire or fire or lay off or discipline. He must do so in the interest of the employer. * * * [T]here must be a determination of status based upon the 'nature' of the supervisory position and 'how completely the responsibilities of the particular position identify the holder of the position with management,' all 'because of the infinite possible variations in responsibilities enumerated in § 2(11).' " *International Union of United Brewery Workers* v. *N.L.R.B.*, 111 U.S. App. D.C. 383, 389, 298 F. 2d 297, 303, cert. denied, 369 U.S. 843 (quoting from *Local 636, etc.* v. *N.L.R.B.*, 109 U.S. App. D.C. 315, 323, 287 F. 2d 354, 362).[33] And where, as here, "the question is one of specific application of a broad statutory term in a proceeding in which the agency administering the statute must determine it initially, the reviewing court's function is limited * * *. [T]he Board's determination is to be accepted if it has 'warrant in the record' and a reasonable basis in law." *N.L.R.B.* v. *Hearst Publications*, 322 U.S. 111, 131.[34] Applying the foregoing principles to the facts of the instant case, we submit, reveals ample "warrant in the record" for the Board's determination that the head pressmen are not supervisors.

The Company concedes that the head pressmen are without power to hire or discharge employees (brief, p. 28; and see J.A. 662; 194–195, 232, 245, 256). Its position hinges on their asserted independent judgment and authority with respect to assigning, responsibly directing, and disciplining the five or six other employees on the press crew.[35] The Company finds greatest support for its position in its printed rules for operating the press (J.A. 525–538). These rules describe the head pressman as the "man-in-charge" who has "general supervision of the entire press, the control of its operation, and * * * [is] responsible for the volume of production, the quality of printing, and other matters explained specifically in the * * * rules." The rules also state that the "man-in-charge" "shall have *ALL* employees working on press under his authority and he must see that each is performing his duties properly in accordance with the rules" (J.A. 525).

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[33] Accord: *Marine Engineers* v. *Interlake Steamship Co.*, 370 U.S. 173, 179, n. 6; *N.L.R.B.* v. *Swift & Co.*, 292 F. 2d 561, 563 (C.A. 1).

[34] Accord: *Operating Engineers Local Union No. 3* v. *N.L.R.B.*, 105 U.S. App. D.C. 307, 311, 266 F. 2d 905, 909, cert. denied, 361 U.S. 834.

[35] There is one head pressman for each shift-crew; the four head pressmen alternate on the three shifts (J.A. 661–662; 207, 244, 256).

While it is possible that the foregoing phrases from the Company's rulebook might be construed to provide a basis for the assertion by an employee of supervisory power, they are sufficiently vague so that they might also be construed merely to describe the duties a non-supervisory "lead man" or "straw boss" might possess.[36] Thus in *N.L.R.B.* v. *Brennan's, Inc.* —— F. 2d ——, ——, 63 LRRM 2019, 2020, n. 2, the Fifth Circuit recently used very similar language to describe the duties of a non-supervisory "service captain" in a restaurant:

> The tables in Brennan's dining rooms are serviced by teams of three men consisting of two waiters in black coats and a service captain who wears a red coat. Although the service captain received $5.00 per day from the employer and the other men receive $3.00, all three split the tips evenly, which are their principal source of income. The service captain occupies his position by reason of his greater experience and knowledge as a waiter and is in general charge of his team and is responsible for the proper discharge of their duties. His position is comparable to a group leader or gang pusher in industrial type organizations and he is not a supervisor within the meaning of the N.L.R.A.

In the case at bar, the evidence of the powers and duties of the head pressmen as demonstrated during the actual operation of the press effectively negates any inference which might be drawn from the generalized terms of the rulebook that they possessed any genuine supervisory authority. The record does not show that the head pressmen ever disciplined or effectively recommended discipline of another employee (J.A. 663, 26–227, 252, 277, 390, 393). The record affirmatively shows that the head pressmen perform manual, routine tasks alongside other pressmen, such as setting ink, taking proofs, checking for color and register, and making required adjustments on the press (J.A. 661; 194, 199, 255–256, 395). In addition, they check and repair various mechanical devices on the press (J.A. 661; 198–199, 272). They also, as the occasion arises, assist the other pressmen to do their jobs (J.A. 661; 199, 259, 395–396). The pressmen are themselves qualified, responsible employees who do their work without being told what to do by the head pressmen (J.A. 661, 663; 212, 217, 396–397). Indeed, the testimony of the pressmen at the hearing indicates that they considered Superintendent Horton—not the head pressman—to be their supervisor (J.A. 661; 105, 113, 125, 164, 170, 177, 191, 255, 298, 310, 311, 313, 314, 315, 319, 323, 330). Cf. *International Union of United Brewery Workers* v. *N.L.R.B.*, *supra*, 111 U.S. App. D.C. at 389, 298 F. 2d at 303.

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[36] See, *N.L.R.B.* v. *Swift & Co., supra,* 292 F. 2d at 563, n. 2.

Superintendent Horton and other management officials were in fact looked to for direction, job assignments, overtime, and all decisions over and above the routine (J.A. 661, 662–663). Horton posted the weekly work assignments (for both pressmen and head pressmen) without consulting the head pressmen (J.A. 662; 258, 320–321, 205, 233, 195–196).[37] Horton also assigned overtime by signing an authorization slip (J.A. 662; 195, 232–233, 256, 285). And, when illness or other reason required calling a replacement, or a special unloading job necessitated extra employees, the head pressmen always checked first with Horton or Clinton before taking the appropriate action (J.A. 661; 196–197, 234–235, 238–249, 253, 257, 271, 283–284). Problems relating to mechanical or operational matters were also relayed to Horton, Clinton, or Chief Electrician Holmes for solution (J.A. 661; 197, 218–219, 220–221, 257–258, 393). And while these three management representatives were not always in the plant at night, the credited evidence establishes that the same decisional procedures were followed on the night shifts: the head pressmen telephoned any substantial problem to one of the three management officials (J.A. 663; 197, 233–

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[37] Except for the weeks involved in the December maintenance work on the inking carriages, when Manager Clinton handled the posting (*supra*, pp. 12–21).

234, 256–257, 271–273, 284). In the words of George Hickey, the head pressman's duties on the midnight shift were "as routine as any other shift" (J.A. 197).

Respondent cites the fact that the head pressmen sign work reports for other employees as evidencing responsible direction and disciplinary authority (brief, p. 10). These signatures, at times in a space marked "foreman" (J.A. 625, 626, 630, 631, 208–209, 266), ordinarily would be indicative of some supervisory responsibility for the work of the other employees (J.A. 663). However, as stated above, the pressmen in fact do their jobs without direction from the head pressmen. And, the credited evidence further shows that the head pressmen signed the work reports as a matter of course, without inspecting the work performed (J.A. 663–664; 221–221-B). It also appears that the head pressmen sometimes did not sign the reports and that the Company failed to correct these omissions (J.A. 664; 268–270, 242). We submit that these facts clearly show that the signing of the work reports was a ministerial act unrelated to any responsible direction of employee.

The existence of supervisory authority is also negatived by the job status and benefits accorded the head pressmen. Like other non-supervisory employees, they are hourly paid and punch a timeclock (J.A. 660; 194, 200, 233, 254, 262). Also, they work 37½ hours a week, while the supervisors are guaranteed a 48-hour work week with a minimum of 8 hours overtime (J.A. 662; 362, 360–361, 371). The head pressmen's fringe benefits—life and hospitalization insurance, vacations, sick pay, and Christmas bonuses—more closely approximated those of the rank-and-file employee (J.A. 662–663; 362–364, 199–200, 233, 235–237, 262). Also relevant is the fact that the Company waited until after the Union presented its bargaining demand to inform the head pressmen they were "supervisors". (J.A. 660; 198, 234, 259–260, 396). When Manager Clinton read the December 1 letter to head pressman John Nickolson, Nickolson asked what his duties would be "as a supervisor" (J.A. 661; 230). Clinton replied "the same as they have been. If there is a fire, call the fire department" (*ibid.*). Thus, Clinton's December 1 letter changed nothing. It served only to highlight the Company's futile attempt to fabricate some semblance of support for its purported "good faith".

In short, both the actual performance of the head pressman's duties and the status and treatment accorded them by management indicate that the head pressmen do not possess or exercise genuine supervisory authority. The Board was well warranted in finding the head pressmen to be non-supervisory employees who "performed the functions of a more experienced worker to one with less experience" (J.A. 664). See, *N.L.R.B.* v. *Brennan's, Inc., supra; N.L.R.B.* v. *Parma Water Lifter Co.*, 211 F. 2d 258, 260–261 (C.A. 9), cert. denied, 348 U.S. 829; *N.L.R.B.* v. *Lindsay Newspapers, Inc.*, 315 F. 2d 709, 712 (C.A. 5); *Poultry Enterprises, Inc.* v. *N.L.R.B.*, 216 F. 2d 798, 801–802 (C.A. 5); *N.L.R.B.* v. *Griggs Equipment, Inc.*, 307 F. 2d 275, 279–280 (C.A. 5); *N.L.R.B.* v. *Southern Bleachery & Print Works, Inc.*, 257 F. 2d 235, 239 (C.A. 4), cert. denied, 359 U.S. 911. See also, *N.L.R.B.* v. *The Bama Co.*, 353 F. 2d 320, 322 (C.A. 5).[38] And, as non-supervisory employees, the head pressmen were properly included in the unit for bargaining.

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[38] In view of its finding that the head pressmen were not supervisors, the Board did not reach the question of how the head pressmen's participation in the employees' organizing activities would affect the validity of the Union's majority, assuming they were supervisors (J.A. 692, n. 5). It is well established in the law that not every instance of supervisory participation in union organizing campaigns taints the union's majority. See, e.g., *International Union, United Automobile, etc., Workers* v. *N.L.R.B.*, —— U.S. App. D.C. ----, —— F. 2d ——, 62 LRRM 2361, 2364; *N.L.R.B.* v. *Douglas County Electric Membership Corp.*, 358 F. 2d 125, 130–131 (C.A. 5); *Heck's, Inc.*, 156 NLRB No. 73, at pp. 10–11, 61 LRRM 1128, 1130. *Local 636, etc., Plumbing & Pipe Fit. Ind. of U.S.* v. *N.L.R.B.*, 109 U.S. App. D.C. 315, 287 F. 2d 354, upon which the Company so heavily relies, is completely inapposite to the base at bar. That case involved "a unique feature of the building trades industry, the extreme upward and downward mobility of the positions of men working in the industry," wherein a man "frequently was hired as a foreman on one job and as a journeyman on the next." 109 U.S. App. D.C. at 317, 287 F. 2d at 356. The Court made it quite clear that the statutory violations found were limited to the facts of that case, and that the participation of supervisors in union affairs would not in all situations constitute an unfair labor practice. 109 U.S. App. D.C. at 321, 323, 287 F. 2d at 360, 362. The present record by no means supports the Company's claim that "without participation of the Head Pressmen, the Union could not and would not have obtained, or represented, a valid majority of the employees" (brief, p. 23). There is simply nothing in the record warranting such a claim. The assertion in the Company's brief that head pressman Hickey "admitted to sign-

2. The Union made a valid request for bargaining

The Company would also have it that the Union steadfastly "conditioned" its bargaining demand on Company acquiesence in a patently inappropriate unit. The facts do not bear this out. The Union's letters asked for recognition in the "production department," including employees working in "the press room, stereotype room and mailing room (shipping)" (J.A. 516), but excluding "office clericals, janitors, guards, supervisors, * * * and all other employees" (J.A. 519). This language constitutes a clearly valid request for bargaining. See *Joy Silk Mills, Inc.* v. *N.L.R.B.*, 87 U.S. App. D.C. 360, 369, 185 F. 2d 732, 741, cert. denied, 341 U.S. 914; *N.L.R.B.* v. *Barney's Supercenter, Inc.*, 296 F. 2d 91, 93–94 (C.A. 3); *N.L.R.B.* v. *Dallas Concrete Co.*, 212 F. 2d 98, 99–100 (C.A. 5).[39] A unit limited to "production" employees is neither obviously inappropriate nor illegal. The fact that the Board eventually found that the maintenance employees and "janitors" (a total of five) should be included does not retroactively invalidate the Union's bargaining request (see *infra*, pp. 33–34). The Company's contention that the Union deliberately sought to exclude the janitors on racial grounds brief pp. 26–27) was found lacking in proof (J.A. 664–665). It is also evident from the Company's failure to mention the alleged racial discrimination prior to the unfair labor practice proceeding that this was an afterthought and not a real concern of the Company. In any event, if the Company in fact entertained genuine doubts on the unit placement of janitors, head pressmen, or others, it could have easily filed a petition

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ing up between twenty and thirty employees" (brief, p. 33) is incorrect. Hickey testified that he had no idea how many employees he asked to sign the recognition petition, except that he was sure it was less than 20—a figure suggested by Company counsel. See J.A. 219–220. We therefore urge that, should the Court disagree with the Board's finding of non-supervisory status, the case be remanded to the Board for further inquiry into the impact, if any, of the head pressmen's organizing activities on the validity of the Union's majority.

[39] The argument that "stereotype room" excluded the plating employees overlooks the fact that both stereotyping and plating operations were performed next to each other in an area often referred to as the "stereotype room" (J.A. 659; 295–296, 346–347). And, as the Board noted, the plating employees' "function is without question an integral part of the production process" (J.A. 691, n. 2).

with the Board to resolve these doubts. The fact that it did not, combined with the extensive coercive attack on the Union, shows that Union, not unit, considerations underlay the Company's refusal to bargain.[40] *Brewery & Beverage Drivers & Workers, Local No. 67, I.B.T.* v. *N.L.R.B.*, 103 U.S. App. D.C. 190, 192, 257 F. 2d 194, 196; *Florence Printing Co.* v. *N.L.R.B.*, 333 F. 2d 289, 291 (C.A. 4); *N.L.R.B.* v. *Sunrise Lumber & Trim Corp.*, 241 F. 2d 620, 624 (C.A. 2), cert. denied 355 U.S. 818. Moreover, the Union amply demonstrated to the Company that it had a majority in any unit (with or without head pressmen, janitors, maintenance employees, *et al.*). Thus, even assuming the Company had a good faith doubt about the appropriateness of the requested unit, this would not justify a complete rejection of bargaining or preclude a Board order to bargain in the unit now determined to be appropriate. See, *Publishers' Ass'n of New York City* v. *N.L.R.B.*, —— F. 2d —— (C.A. 2), 62 LRRM 2722, 2724; *Florence Printing Co.* v. *N.L.R.B.*, 333 F. 2d 289, 291–292 (C.A. 4); *United Aircraft Corp.* v. *N.L.R.B.*, 333 F. 2d 819, 822 (C.A. 2), cert. denied 380 U.S. 910; *Northern Virginia Steel Corp.* v. *N.L.R.B.*, 300 F. 2d 168, 175 (C.A. 4). In short, the Company's purported objections to the Union's bargaining request are inadequate defenses to the refusal to bargain finding.

3. *The minor variance between the unit requested by the Union and that found appropriate by the Board does not invalidate the Board's Section 8(a)(5) finding*

As shown above, the unit sought in the Union's bargaining requests was essentially one of production employees (J.A. 516, 519) The Board, however, found that the unit appropriate for bargaining was one of production and maintenance employees, including "janitors" (J.A. 691, 693). In practical terms, the alteration made by the Board amounts to the addition of two maintenance employees,[41] and three janitors.

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[40] The Company's intransigence also precluded the adjustment of unit differences at the bargaining table.

[41] Daniel Lavender, one of the maintenance employees, signed the second employee petition for recognition (J.A. 658, n. 6; 520, 350). Thus, the inclusion of maintenance employees was not a complete surprise to the Company.

A difference of five employees is difficult to describe as a "substantial variance." Moreover, the Union had a clear majority in either unit. The employees' right to bargain collectively ought not be denied merely because of the Union's failure to pinpoint precisely the Board's ultimate unit determination. In sum, the variance here is not so substantial as to free the Company from its duty to bargain with the Union. See *Brewery & Beverage Drivers, supra,* 103 U.S. App. D.C. at 192–193, 185 F. 2d at 196–197; *Industrial Union, etc.* v. *N.L.R.B.*, 320 F. 2d 615, 617–618 (C.A. 3), cert. denied, 375 U.S. 984; *Galloway Mfg. Corp.*, 136 NLRB 405, 408–409, enf'd 312 F. 2d 322 (C.A. 5).

4. *The Board properly included "janitors" in the production and maintenance unit found appropriate for bargaining*

The determination as to which employees fall within the unit classification found appropriate is a matter within the Board's special competence. *N.L.R.B.* v. *Morganton Full Fashioned Hosiery Co.*, 241 F. 2d 913, 915 (C.A. 4); *N.L.R.B.* v. *Belcher Towing Co.*, 284 F. 2d 118, 120–121 (C.A. 5); *United Aircraft Corp.* v. *N.L.R.B.*, 333 F. 2d 819, 822 (C.A. 2), cert. denied, 380 U.S. 910; *N.L.R.B.* v. *Esquire, Inc.*, 222 F. 2d 253, 256–257 (C.A. 7). Here the question is essentially whether the janitors have sufficient ties and common interests with the others in the production and maintenance unit. The Board had ample grounds for finding that such ties and interests do in fact exist. The janitors work in the press, stereotyping, and shipping rooms alongside the other production and maintenance employees [42] and their work is an integral part of the Company's operation. It is true that some of the janitors' duties are not directly related to production—namely, cleaning, mopping and waxing in the plant (J.A. 664; 239, 364, 398). However, the record shows that these janitorial duties accounted for less than 50 percent of the janitors' time (J.A. 365–366). And their other tasks have a very close connection with the production process. Thus, the janitors emptied the drip and grease pans on the press, cleaned the press, bailed scrap paper, transported finished comics from the pressroom to the shipping room on the night shifts, and moved "skids" (pallets) and cardboard pads into the pressroom when needed (J.A. 691; 364, 366, 378, 398, 429, 466). Manager Clinton testified that the "primary job" of the janitors was the transporting task (J.A. 366). This job is performed by the shipping room employees during the day; but, between 4 p.m. and 8 a.m (when the shipping employees are not on duty) the janitors are relied on to do the transporting (J.A. 691; 366, 378, 404, 429, 466).[43] The parties' stipulation that the shipping employees belong in the unit (J.A. 15, 20) thus constitutes a strong argument for including the janitors in the unit. The fact that the janitors are less skilled and lower paid than the pressmen is not dispositive. See, e.g., *N.L.R.B.* v. *Morganton Full Fashioned Hoisery Co., supra.* The substantial intertwining of job duties is a more than adequate reason for having common representation in bargaining. In addition, the Board noted that the inclusion of janitors in the larger unit is consistent with its rulings in other cases (J.A. 691) citing *Challenge-Cook Bros., Incorporated,* 129 NLRB 1235, 1242. See also, *Florence Printing Co. v. N.L.R.B.,* 333 F. 2d 289, 291 (C.A. 4). In short, the Board properly found that the janitors had common job interests with the others and, accordingly, should be included in the production and maintenance unit.

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[42] Occasionally the janitors worked in the yard around the plant and did personal jobs for Manager Clinton (J.A. 664; 239, 367–368).

5. *The Board's bargaining order is valid and proper*

There can be no question of the Board's broad remedial powers and of the validity of the order directing the employer to bargain with the union as a remedy for an unlawful refusal to bargain. *Franks Bros.* v. *N.L.R.B.*, 321 U.S. 702, 704–705; *N.L.R.B.* v. *International Union, Progressive Mine Workers of America,* 375 U.S. 396, reversing 319 F. 2d 428, 437 (C.A. 7); *Local 152, I.B.T.* v. *N.L.R.B.*, 120 U.S. App. D.C. 25, 27, 343 F. 2d 307, 310; *I.U.E.* v. *N.L.R.B.*, —— U.S. App. D.C. ——, 352 F. 2d 361, 363, enforcing 147 NLRB 809, 811.

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[43] We submit that, contrary to the Union's contention (Brief, pp. 20–21), the substance of all the testimony on the point is that this task was "regularly" performed by the janitors on the night shift. (J.A. 691; 366, 378, 429, 466.) The fact that pressmen also "sometimes" move the comics (J.A. 248) does not contradict this finding.

The bargaining order attempts to establish the situation which would have prevailed but for the employer's unfair labor practice and to prevent the employer from gaining an advantage from his unlawful conduct. Both these policy considerations strongly support the appropriateness of the bargaining order in the present case. For, as noted above, the Company's unlawful refusal to bargain was accompanied by a widespread coercive effort to pull the employees away from the Union and by rejection of every attempt to verify the Union's representative status. The Company points out that some of the coercive conduct (Horton's November 20–21 interrogations) preceded, by a few days, the Union's demand for recognition (brief, p. 44–45). This fact in no way detracts from the relevance of Horton's conduct as support for the bargaining order, since it did seek to induce defections from the Union. See *N.L.R.B.* v. *Boot-Ster Mfg. Co., Inc.*, 361 F. 2d 325, 325–326 (C.A. 6). In short, the record amply indicates that the Board's bargaining order is an appropriate remedy for the Company's unlawful refusal to bargain.

IV. The Board properly found that the Company violated Section 8(a) (5) and (1) of the Act by unilaterally changing employee job status and working conditions without consulting or bargaining with the Union

Once a union becomes the employee's bargaining representative, an employer is no longer free to alter established job conditions unilaterally; he must bargain with the Union first. See, e.g., *N.L.R.B.* v. *Katz*, 369 U.S. 736; *N.L.R.B.* v. *Crompton-Highland Mills, Inc.*, 337 U.S. 217, 232–233; *May Department Stores* v. *N.L.R.B.*, 326 U.S. 376, 383–385. Here the facts plainly show that, despite the Union's majority-backed bargaining request of November 23, the Company unilaterally implemented the job changes in connection with the December change-over in the inking carriages (*supra*, pp. 12, 20–21). Neither the employees nor the Union were notified or consulted about the manner of effectuating the maintenance work. The impact of the changes was substantial: two employees were downgraded, a number were laid off, and others received a shorter workweek (J.A. 648–649). In all, 23 employees were affected (J.A. 683, n. 12). Clearly this was something to be taken to the Union and bargained on. It is true that the Company had a valid business reason for the maintenance work which was apparently of a temporary nature. And, while this would be relevant and properly raised in discussions with the Union, it does not justify a total disregard for the Union's position as employee representative. The Board was amply warranted in finding that the Company's unilateral changes constitute a further Section 8(a) (5) and (1) violation.

V. The Board properly found that the employees' December 16, 1964, walkout was an unfair labor practice strike

The events surrounding the December 16 walkout leave no doubt as to its unfair labor practice origin and purpose. For the facts show that the employees and Union representative McFee were very much concerned with the Company's persistent unlawful response to the organizing activity. McFee protested Horton's coercive interrogation and the maintenance cutback in his December 3 talk with Manager Clinton (J.A. 681–682; 38–39). And the Company's unfair labor practices were thoroughly outlined at the December 4 meeting when McFee reported on the Company's initial refusal to bargain (J.A. 682; 42, 45). McFee there recounted some of the Company's coercive actions, stated that he saw "little likelihood" of their elimination, and gave the employees the option of continuing to work under these conditions or authorizing a strike (J.A. 686; 45–46). The employees then voted unanimously in favor of a strike (J.A. 46); and on December 16, after the Company turned down the employees' second petition for recognition, they did strike. This chain of events establishes a clear causal connection between the Company's unfair labor practices and the December 16 walkout. The unfair labor practice theme was continued during the strike by the refusal to bargain protests in the Union picket signs (J.A. 523). In short, the Board has ample evidentiary support for its finding that the employees' December 16 walkout was an unfair labor practice strike entitling the participants to reinstatement to their former jobs, displacing if necessary the replacements. See, e.g., *Mastro Plastics Corp.* v. *N.L.R.B.*, 350 U.S. 270, 278; *N.L.R.B. v.*

Fitzgerald Mills Corp., 313 F. 2d 260, 269 (C.A. 2), cert denied, 375 U.S. 834; *Kohler Co.*, 148 NLRB 1434, 1436–1444, enf'd, —— U.S. App. D.C. ——, 345 F. 2d 748, cert. denied, 382 U.S. 748.

CONCLUSION

For the reasons stated above, we respectively submit that both the Union's petition for review in No. 20,012 and the Company's petition for review in No. 20,105 should be denied, and that a decree should issue enforcing the Board's order in full.

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SEPTEMBER 1966.

U. S. GOVERNMENT PRINTING OFFICE: 1966

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REPLY BRIEF

Of Petitioner, Dixie Color Printing Corporation.

IN THE

UNITED STATES COURT OF APPEALS

FOR THE DISTRICT OF COLUMBIA.

~~No. 20,013.~~

~~INTERNATIONAL TYPOGRAPHICAL UNION, AFL-CIO,~~
~~Petitioner,~~
~~v.~~
~~NATIONAL LABOR RELATIONS BOARD,~~
Respondent.

No. 20,105.

DIXIE COLOR PRINTING CORPORATION,
Petitioner,
v.
NATIONAL LABOR RELATIONS BOARD,
Respondent.

On Petition to Review the Order of the National Labor Relations Board.

United States Court of Appeals
for the District of Columbia Circuit

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Respondent.

On Petition to Review the Order of the National Labor Relations Board.

REPLY BRIEF

Of Petitioner, Dixie Color Printing Corporation.

Petitioner, Dixie Color Printing Corporation, has reviewed the brief for the National Labor Relations Board and finds that certain highly relevant and undisputed matters of fact were not presented by the Board's Brief in its Statement of the Case and further were not considered by the Board's Brief in its Argument; therefore, Petitioner, pursuant to Rules 17 (f) and 18 (c) of the United States Courts of Appeal Rules for the District of Columbia Circuit, files this, its Reply Brief in answer to the Brief for the National Labor Relations Board. In an effort to have briefs serve their true purpose as an aid to the Court in focusing on the issues and relevant and pertinent facts, Petitioner has limited its Reply Brief to only those salient points which are necessary for the Court to consider in rendering its Decision.

Petitioner, Dixie Color Printing Corporation, denied the Union's two requests for recognition because the requested unit was inappropriate and the Union had obtained Union authorizations from many of Petitioner's employees by unlawful means (J. A. 518). The unit demanded by the Union would have created an unlawful discrimination against all of the Negro employees. Since the evidence establishes that Petitioner entertained a good faith doubt, both as to the appropriateness of the unit requested by the Union and as to validity of the Union's purported majority status, a great deal of the Board's Brief was devoted to an effort to explain away this absolute defense to any finding of an unlawful refusal to bargain by the Petitioner.

While the Board admits that the Union did not request recognition in an appropriate unit (Brief, Pages 42-45), the Board attempts to evade this problem by holding that although the Union sought to exclude all Negro janitors and the maintenance department, this variance was minor and immaterial. Further, the Board argues that if the Company entertained genuine doubts as to the appropriate unit, it should have filed a Petition with the Board to resolve these doubts (Brief, Page 42). These arguments by the Board are not only unsupported by the Record, but they are in direct contradiction of the undisputed testimony.

First, when Union Representative, McFee, talked to Petitioner's Manager, Clinton, on November 23, 1964, and requested recognition, he conditioned his offer for recognition to an agreement by Petitioner that Petitioner recognize the Union **only** in the unit as requested in McFee's letter of November 23, and not in any other unit. At that time McFee was only willing to represent those employees that he had asked for in his Petition and he refused to represent the remaining employees—Negro janitors and the maintenance department (J. A. 92). Clearly, the relevant point in time to consider in this demand is the time when it was made, therefore, the Board's effort to validate the Union's demand by considering what the Union's position was at a later point of time is without merit. Further, since the Union's letter of November 23 requested recognition in the unit which was not only inappropriate, but illegal as well, the Board cannot argue that the Petitioner should have become a party to such an illegal recognition agreement.

Finally the Board in its Brief retreats to the argument that if the Company in fact entertained genuine doubts as to the unit placement of janitors, head pressmen, the plating department and all maintenance employees, it should have filed an election petition. This argument is fallacious because it ignores the undisputed Record that after the Petitioner advised the Union that there were matters raised by its Petition which needed to be resolved through the Board's election procedures, the Union's attorney advised Petitioner's attorney that the Union in fact intended to file an election petition with the Board (J. A. 499, 518).

The Petitioner's failure to file an election petition with the Board was because it had what it believed was a valid and proper assurance by the Union's attorney that such a petition would be filed, and there was no reason shown why the Petitioner should not have relied upon this commitment by the Counsel for the Union. In spite of this commitment, the Union did not file a petition, but instead called a strike, which is discussed in some detail in the Briefs of both parties.

The Board in its Brief offers no explanation for the apparent use by the Board of a double standard in determining on the one hand that the head pressmen were not supervisors within the meaning of Section 2 (11) of the Act, and on the other hand finding that the electrician was a supervisor. The anomaly of this situation is accentuated by the fact that evidence shows that the electrician worked under the direction and control of the head pressmen (J. A. 409, 418). Obviously, if the electrician under these circumstances was a supervisory employee, it is apparent that his supervisors—namely, the head pressmen—must likewise be supervisors.

Petitioner submits that these undisputed facts are relevant and material to show that Petitioner's refusal to recognize the Union was a valid refusal and not in violation of Section 8 (a) (5) of the Act.

Respectfully submitted,

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